



Request for Proposal 03-75061

The California Nutrition Network and California 5 a Day / Media, Advertising and Public Relations Campaign.

Released January 12, 2004

Proposals due on March 19, 2004 by 4:00 p.m.

California Department of Health Services
Prevention Services Division of Chronic Disease & Injury Control
Cancer Prevention and Nutrition Section
U.S. Mail: P.O. Box 997413, MS 7204
Sacramento, CA. 95899-7413
[Do not submit proposals to the above address.]

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Attachment 5	RFP Clause Certification
Attachment 6	CCC 103 - Certification
Attachment 7	Payee Data Record
Attachment 8	DVBE Instructions / Forms with Attachment 8a, Actual DVBE Participation and Attachment 8b, Good Faith Effort
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Attachment #	Attachment Name
Attachment 18	Subcontractor Budgets (Year 3)
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Attachment 21	Mandatory Letter of Intent
Attachment 22	Conflict of Interest Compliance Certificate

T. Sample Contract Forms / Exhibits

Exhibit #	Exhibit Name
Exhibit A1	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C – View on-line.	General Terms and Conditions (GTC 103). View or download at this Internet site http://admin.int.dhs.ca.gov/forms/html/contracts.htm .]
Exhibit D(F)	Special Terms and Conditions
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Appendix 1	Complete List of Projects
Appendix 2	Campaign Materials
Appendix 3	Social Ecological Model
Appendix 4	Driving and Parking Instructions

A. Purpose, Background and Description of Services

1. Purpose

The California Department of Health Services (DHS), Cancer Prevention and Nutrition Section, (CPNS) is soliciting proposals from firms that are able to develop and implement comprehensive media, advertising, and public relations Campaign to support the larger multi-level social marketing campaign. Proposals must address all of the services described in Exhibit A entitled, "Scope of Work (SOW)".

CPNS intends to make a single contract award to the most responsive and responsible firm earning the highest score. This procurement is open to all eligible firms and/or individuals that meet the qualification requirements, including commercial businesses, nonprofit organizations, State or public universities (including auxiliary organizations) and other entities.

2. Background

a. California Nutrition Network for Healthy, Active Families (Network)

The *Network*, a public/private partnership that uses large-scale social marketing approaches, is funded principally through the United States Department of Agriculture (USDA) Food Stamp Program to provide nutrition education to low-income families. Leaders and participants include the California Departments of Social Services, Education, and Food and Agriculture, including multiple agriculture marketing orders; the University of California, Cooperative Extension; the American Cancer Society, American Heart Association, California Elected Women's Association for Education and Research, California Food Policy Advocates, the California Grocers' Association, and Western Growers' Association. Seven different state Health Services programs participate, including Primary Care and Family Health Division and the Physical Activity and Health Initiative. In total, over 300 government, non-profit, and business organizations are partners.

The mission of the *Network* is to create innovative partnerships so that low-income Californians are enabled to adopt healthy eating and physical activity patterns as part of a healthy lifestyle. With the *California 5 a Day—for Better Health! Campaign (5 a Day Campaign)*, the *Network* works in CPNS to increase Californians' consumption of fruits and vegetables to 5 or more daily servings, increase daily physical activity to at least 30 minutes for adults and 60 minutes for children, and achieve full participation in Federal food assistance programs. Principal funding for the *Network* and the *5 a Day Campaign* is made possible by in-kind nutrition education contributions from state and local government agencies that qualify for Federal Financial Participation from the USDA's Food Stamp Program, totaling approximately \$84 million in 2003/04.

The Network currently provides grant funding through the Local Incentive Award program to approximately 200 community-based agencies, including low-resource school districts, local health departments, state public entities, regional lead agencies, public colleges/universities, tribal organizations, parks and recreation departments, city government agencies, county offices of education and cooperative extension agencies. The *Network* also issues competitive Request for Applications to fund food security organizations, African American faith organizations, Healthy Cities and Communities and other special projects. See Appendix 1 for a list of funded programs. See Appendix 2 for a list of campaign materials.

b. California 5 a Day—for Better Health! Campaign

The 5 a Day Campaign is a statewide initiative led by DHS and administered by the Public Health Institute (PHI) in cooperation with the National Cancer Institute (NCI). The targeted programs that operate within the *5 a Day Campaign* include the *Children's 5 a Day—Power Play! Campaign*, *Latino 5 a Day Campaign*, *Preschool 5 a Day Plus Active Play! Campaign*, *5 a Day Retail Program* and the *5 a Day Worksite Program*.

1) *California Children's 5 a Day Power Play! Campaign*

The Children's 5 a Day Power Play! Campaign targets 9 to 11 year-old children and their families with the 5 a Day and physical activity messages. Based on social marketing principles, the Campaign is designed to motivate and empower children to eat 5 or more servings of fruits and vegetables and be physically active for 60 minutes every day, and to create environments in which practicing these behaviors is both easy and socially acceptable. Lead agencies in each of eleven 5 a Day Power Play! Regions receive funding to implement *the Campaign's* model through schools, community-youth organizations, farmers' markets, supermarkets, foodservices/restaurants, and the media. The *Campaign* was formally evaluated and proven effective in significantly increasing consumption of fruits and vegetables among children.

2) *California Latino 5 a Day Campaign*

The *Latino 5 a Day Campaign* uses a combination of culturally and linguistically appropriate mass media and community-based strategies to communicate the 5 a Day and physical activity messages to Latino adults and their families. The *Latino Campaign* airs Spanish and English television and radio advertisements, maintains bilingual spokesperson program to support public relations activities, and operates a 5 a Day mobile billboard. The *Latino Campaign* also conducts interventions at large Latino festivals, farmers' /flea markets, supermarkets and neighborhood stores, and provides educational materials to direct health service provider organizations and community groups throughout California.

3) *California Preschool 5 a Day Plus—Active Play! Campaign*

The *Preschool 5 a Day Plus Active Play! Campaign* aims to increase consumption of fruits and vegetables and improve the levels of active play among California's low-income preschoolers. Paying particular attention to the important role of parents and childcare workers in affecting behavior change, the *Campaign* will work closely with strategic state- and community-level partners from the public, private, and nonprofit sectors to support and enhance existing good practice and identify innovative new approaches, including curriculum development, environmental change, and public policy advocacy.

4) *California 5 a Day Retail Program*

The *5 a Day Retail Program* conducts comprehensive merchandising and promotional activities with retail food outlets statewide in an effort to increase the purchase of fruits and vegetables among low-income Californians. (Safeway, Albertsons, Ralphs, Vons, Save Mart) and numerous independent grocers are active 5 a Day partners. The in-store merchandising components of the program include point of sale (POS) materials and recipe cards; promotional activities, such as food demonstrations and retail-sponsored community events; and television and radio advertisements. The *Retail Program* also provides resource tools such as a CD-ROM containing advertising copy, graphics, health tips, and nutrition information that enable stores to create their own 5 a Day environment.

5) *California 5 a Day Worksite Program*

The *5 a Day Worksite Program* funded by the Preventive Health and Human Services Block Grant of the Centers for Disease Control and Prevention and USDA, is an outreach campaign in the development phase designed to create worksite environments that support fruit and vegetable consumption and physical activity among low- and middle-income employees. In 2001/02, a comprehensive literature review and program assessment was conducted and an Advisory Committee formed to provide guidance in program development and implementation. Formative research will be completed in Spring 2003 and the program components will be completed and ready for pilot testing in late Fall 2003.

The *Network* and *5 a Day Campaign's* utilize a multi-level social marketing approach to reach Food Stamp households, those eligible for Food Stamps but not participating, and other low-income consumers, through a variety of statewide, regional and local efforts. The *Network* and *5 a Day Campaigns* conduct media and public relations activities, including the purchase of television and radio airtime; placement of outdoor ads, such as mobile billboards and bus wraps; regional media tours conducted by trained state and local spokespeople, supported by public relation activities at the community level. The *Network* encourages improved access to federal nutrition assistance programs (e.g. food stamps, school breakfast, and school lunch). Information about the campaign activities and partners is available at www.ca5aday.com.

3. Description of Services

This contract is for strategic communications planning, advertising, public relations, training, resource materials development, management and evaluation services as outlined in the Scope of Work (Exhibit A). The selected contractor will be expected to provide the following services for CPNS of DHS:

- a. Strategic planning, including the development of a comprehensive strategic communications plan.
- b. Advertising, including but not limited to concept development for and production of radio, television, out-of-home, print and other advertising media, such as direct mail; media partnerships; a statewide media advertising buy plan; and ongoing strategic counsel.
- c. Public relations, including but not limited to media relations, press events, press materials, public relations partnerships and ongoing strategic counsel.
- d. Training programs that support skilled delivery of CPNS messages at the local level.
- e. Resource materials development for CPNS funded community-based organizations.
- f. Management and tracking systems that ensure target delivery dates and budgets are met.
- g. Evaluation methods that assess the effectiveness of and provide the foundation for refinements to the media campaign.

All activities will address CPNS' long-term primary goal, which is the prevention of chronic diseases (especially heart disease, obesity, type 2 diabetes and cancer) among low-income Californians (USDA Food Stamp Program participants and potential participants living at 185 percent of the federal poverty level) and the section's three main objectives for achieving that goal: (1) increasing fruit and vegetable consumption to 5-9 servings each day; (2) increasing physical activity to 30 minutes each day for adults and 60 minutes each day for children; and (3) decreasing rates of food insecurity,

primarily by increasing access to healthy lifestyles and encouraging participation in federal nutrition assistance programs.

The services in this contract will be directed to the target audience segments of the *Network* and *5 a Day Campaign*. The primary target audiences for the *Network* are intermediaries – funded community-based organizations serving low-income populations, including K-12 schools and school districts, county and city government, including health departments, cities and park and recreation agencies, Native American tribal organizations, food security, and faith-based organizations, and public colleges and universities. These organizations are CPNS partners in delivering healthy eating, physical activity, and food security messages at the local level.

The primary target audiences for the *5 a Day Campaign* are low-income 18-54 year old African American mothers and their families, low-income 18-54 year old Spanish- and English-language speaking Latina mothers and their families, grocers serving low-income communities, low- and middle-income working women, their families and their employers, low-income 9-11 year old children, and parents and preschool providers of 0-5 year old low-income children. It is these consumer target audiences that currently define most CPNS media contract activities. During this contract period and as funds become available, additional target audiences such as preschoolers may be added.

Ensuring connections between statewide advertising and public relations efforts with the work and interests of our local partners is a significant goal of CPNS and the media contract. A media advisory team with representatives of each *Network* channel and each *5 a Day Campaign* will be established and consulted throughout the strategic planning, creative advertising development, and public relations planning processes.

Key measures of the success of the *Network* and *5 a Day Campaign*'s are increased fruit and vegetable consumption among consumer target audience segments and increased participation in USDA Food Stamp Program. In fact, CPNS is supporting the USDA's goal of achieving participation from 68 percent of eligible Californians (currently 53 percent) in the Food Stamp Program by 2006. The advertising and public relations programs must support these measures of success.

The SOW identifies many of the advertising, public relations, training, resource materials development, management and evaluation activities currently employed to achieve the goals and objectives of CPNS. However, we encourage respondents to this RFP to demonstrate their creativity toward helping CPNS increase access to healthy lifestyles and reduce the incidence of diet-related chronic diseases among low-income Californians.

In addition to promoting consumer behavioral change, media activities should help achieve CPNS policy goals. Media advocacy strategies should therefore aim to:

- a. Build public demand for measures that promote good nutrition and physical activity for adults and children through increased commitment by the public, non-profit, and business sectors so that eating 5 or more daily servings of fruits and vegetables and having an active lifestyle become the social norm in our state.
- b. Expand participation by eligible Californians in the federal nutrition assistance programs, especially Food Stamps.
- c. Build public demand for public, non-profit and business policies to eliminate disparities in access to fruits, vegetables, and physical activity opportunities by low-income families with children.

4. Theoretical Framework for *Network* and *5 a Day* Projects:

Evaluation of *Network* and *5 a Day Campaign* activities is based on the Social-Ecological Model (SEM) (Appendix 3) and assesses programmatic changes at the policy, community, and institutional levels, as well as interpersonal and individual levels. (This model is the basis for USDA-commissioned White Paper on Evaluating Systems, Environmental and Policy Changes in Food Stamp Nutrition Education Programs).

SEM consists of five spheres, which collectively influence a person's behavior. They include **individual factors**, such as attitudes, beliefs, and knowledge; **interpersonal process and primary groups**, such as family, social networks, and peer groups; **institutional and organizational factors**, such as the rules and regulations of schools, worksites, grocery stores, and community-based organizations; **community factors**, such as societal norms and customs; and **social structure and public policy**, which include private sector, local, state, and federal policies that support and regulate eating and physical activity environments. The model assumes that appropriate changes in the social environment will produce changes in individuals, and that the support of informed individuals in the population is essential for implementing environmental changes.

It is our intention that targeted Californians will watch *5 a Day*, physical activity, and food stamp promotion advertisements on television; read the message on mobile billboards, stationary billboards, buses, and posters; hear the message on the radio; see the behavior modeled by a credible local source; get practical information; gain skills; hear the message again in their social networks; talk about the behaviors with others; and change their attitudes and intentions to act. Environmental and policy change by gatekeeper institutions will result in a better balance of messages, fewer barriers, and greater access to fresh fruits and vegetables, physical activity and nutrition assistance program opportunities. Californians will receive more cues to action at the point-of-sale or point-of-choice, buy more fruits and vegetables, eat more fruits and vegetables and engage in more physical activity, and repeat these enjoyable behaviors until they become a habit. They also will have more opportunities to hear about and enroll in food assistance programs through the *Networks'* channels.

The *Network* and the *5 a Day Campaign* conduct a wide variety of evaluation activities, including biennial statewide surveys of adults, teens, and children, semi-annual activity reports from all funded partners, and evaluation collaborations with other *Network* states.

B. Time Schedule

Below is the tentative time schedule for this procurement:

Event	Date	Time (if applicable)
RFP Released	1/12/04	4:00 p.m.
Questions Due	1/28/04	4:00 p.m.
Voluntary Pre-Proposal Conference (teleconference)	2/6/04	9:00 a.m.
Mandatory Letter of Intent	3/5/04	4:00 p.m.
Proposal Due Date	3/19/04	4:00 p.m.

Event	Date	Time (if applicable)
Oral Presentations	3/31/03 - 4/2/03	
Notice of Intent to Award Posted	4/14/04	4:00 p.m.
Protest Deadline	4/21/04	4:00 p.m.
Contract Award Date	5/1/04	4:00 p.m.
Proposed Start Date of Agreement	5/1/04	

C. Contract Term

The term of the resulting agreement is expected to be 36 months and is anticipated to be effective from May 1, 2004 through April 30, 2007. The agreement term may change if DHS makes an award earlier than expected or if DHS cannot execute the agreement in a timely manner due to unforeseen delays.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. In addition, the proposed contract must be approved by the Department of Finance for an exemption from the state contract ban instituted by Executive Order S-4-03. The State makes no assurances that the required approvals will be obtained. Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals have not been obtained.

D. Proposer Questions

Immediately notify DHS if you need clarification about the services sought or have questions about the Request for Proposal (RFP) instructions or requirements. Put your inquiry in writing and transmit it to DHS as instructed below. At its discretion, DHS reserves the right to contact an inquirer to seek clarification of any inquiry received.

Proposers that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP shall submit a proposal at their own risk.

If an inquiry appears to be unique to a single firm or is marked "Confidential", DHS will mail or fax a response only to the inquirer if DHS concurs with the proposer's claim that the inquiry is sensitive or proprietary in nature. If DHS does not concur, the inquiry will be answered in the manner described herein and the proposer will be so notified. Inquiries and/or responses that DHS agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, DHS may consolidate and/or paraphrase similar or related inquiries.

1. What to Include In an Inquiry

- Your name, name of your firm, mailing address, area code and telephone number, and fax number.
- A description of the subject or issue in question or discrepancy found.
- RFP section, page number or other information useful in identifying the specific problem or issue in question.
- Remedy sought, if any.

A proposer that desires clarification about specific RFP requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a proposal may submit individual inquiries that are marked "Confidential". The proposer must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. Question Deadline

Proposers are encouraged to submit written inquiries about this RFP to DHS no later than two (2) weeks before the Pre-Proposal teleconference date so answers can be prepared in advance. DHS will accept written or faxed inquiries received by **4:00 p.m. on January 28, 2004**. At its discretion, DHS may contact an inquirer to seek clarification of any inquiry received.

DHS will accept questions or inquiries about the following issues if such inquiries are received prior to the proposal submission deadline.

- DVBE participation requirements and how to complete the DVBE attachments,
- The reporting of RFP errors or irregularities.

3. How to Submit Questions

Submit inquiries using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Questions RFP 03-75061 Department of Health Services Prevention Services Division of Chronic Disease & Injury Control Cancer Prevention and Nutrition Section Rosanne K. Stephenson 1616 Capitol Ave, Suite 74.516 Sacramento, CA. 95814 U.S. Mail: P.O. Box 997413, MS 7204 Sacramento, CA. 95899-7413	Questions RFP 03-75061 Department of Health Services Cancer Prevention and Nutrition Section Rosanne K. Stephenson Fax: (916) 449-5414

Proposers submitting inquiries by fax are responsible for confirming the receipt of all faxed materials by the question deadline.

Call Rosanne Stephenson at (916) 449-5403 to confirm faxed transmissions.

Proposer Warning

DHS' internal processing of U.S. mail may add 48 hours or more to the delivery time. If you mail your questions, consider using certified or registered mail and request a receipt upon

delivery. If you choose hand delivery, allow sufficient time to locate on street metered parking and to sign-in at the security desk.

4. Verbal Questions

Verbal inquiries are discouraged. DHS reserves the right not to accept or respond to verbal inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on DHS unless later confirmed in writing.**

Direct all verbal requests for DVBE assistance to DHS' DVBE Coordinator at (916) 650-0205 up to the proposal deadline

E. Data Library

A Data Library for the sole use of proposers will be established on January 12, 2004. The Data Library will be accessible by appointment only on State working days Monday through Friday from 8:00 a.m. to noon, and 1:00 p.m. to 4:00 p.m. Access to the Data Library is restricted to authorized proposers and/or their authorized representatives who have established an advance appointment through the process described below.

1. Location

DHS will maintain the Data Library at the following location:

California Department of Health Services
Prevention Services Division of Chronic Disease & Injury Control
Cancer Prevention and Nutrition Section
1616 Capitol Avenue, Suite 74.516
Sacramento, CA 95814
For driving and parking instructions, see Appendix 4.

2. Appointments

Appointments to access the Data Library may be arranged by contacting DHS through one of the following methods: U.S. mail, overnight express mail, hand delivery, fax or telephone. Include the following information in your appointment request:

- a. Name
- b. Title
- c. Firm you represent
- d. Telephone number
- e. Fax number
- f. Email address, if applicable
- g. Desired date of visit
- h. Desired time of visit

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Library Appointment RFP 03-75061 Department of Health Services Prevention Services Division of Chronic Disease & Injury Control Cancer Prevention and Nutrition Section Rosanne K. Stephenson 1616 Capitol Avenue, Suite 74.516 Sacramento, CA 95814 P.O. Box 997413 MS 7204 Sacramento, CA. 95899-7413	Library Appointment RFP 03-75061 Department of Health Services Cancer Prevention and Nutrition Section Rosanne K. Stephenson Fax: (916) 449-5414
Telephone: Contact Rosanne Stephenson at (916) 449-5403	

Proposer Warning

DHS' internal processing of U.S. mail may add 48 or more hours to the delivery time. If you mail your appointment request, consider using certified or registered mail and request a receipt upon delivery. If you choose hand delivery, allow sufficient time to locate on street metered parking and to sign-in at the security desk.

3. Contents

The Data Library contains various documentation and information that proposers may find beneficial in the preparation of their proposal responses. Appointments are required to access the library. Please see contact information above. Examples of Data Library materials include:

- a. TV Spots
- b. Radio Spots
- c. African American Outreach Materials: Festival Guidebook, Brochure, Festival Passport
- d. Retail Program Outreach Materials: Point of Sale Collaterals, Retail Merchandising Sales Kit, Print Advertising and Direct Mail Materials.
- e. Community Based Organization Tool Kit
- f. Lawrence and Ponder Proposal in response to media RFP #00-90376
- g. Lawrence & Ponder Final Evaluation Report for Year 02 (October 1, 2001 - September 30, 2002)
- h. CPNS Bench Mark Survey (advertisement survey)
- i. *California Dietary Practices Survey*
- j. *California Teen Eating, Exercise and Nutrition Survey*
- k. *California Children's Healthy Eating and Exercises Practices Survey*
- l. *CPNS Focus Group Results- Executive Summary*
- m. Lawrence & Ponder - Big Idea Book
- n. CPNS Graphic Standards Manual
- o. Social Marketing Conference Binder- 2002/2003

- p. School idea and resource mini kit
 - q. Community Youth Organization Idea and Resource Kit
 - r. Farmers' Market Idea and Resource Kit
 - s. Retail Power! Kit
 - t. Kids...Get Cookin" cookbook
 - u. Help Kids Eat More Fruits and Vegetables brochure (English and Spanish)
 - v. 5 A Day Rap audio cassette tape
 - w. 5 a Day Power Play! Posters
 - x. Latino 5 a Day Recipes Made With Love Cookbook (English and Spanish)
 - y. 5 A Day and Physical Activity Toolbox for Community Educators
 - z. Community Health Leaders Training Manual
 - aa. Eat 5 A Day The California Way brochure (English and Spanish)
 - bb. Be Active Your Way brochure
 - cc. CPNS Project Directory
 - dd. SAAR – Semi-Annual Activity Report
- Data Library materials may be periodically updated and additional documents may be added. Proposers that have requested access to the Data Library will be notified of the additions and/or changes by way of written notice.

4. Obtaining Copies of Library Materials

Proposers that wish to obtain reproduced copies of Data Library materials may, do so by contacting Debra Moore at (916) 449-5369.

DHS will fulfill all requests for reproduced copies of Data Library materials as promptly as possible. DHS encourages proposers to provide their own copy services whenever possible.

DHS may assess photocopying fees at a rate of ten cents per page, applicable fees to cover the cost of reproducing other media and mailing and delivery costs. A check made payable to the DHS will be required before materials are mailed or released.

F. Pre-Proposal Conference

DHS will conduct a voluntary Pre-Proposal Teleconference on February 6, 2004 at 9:00 a.m. To participate in the teleconference, use a touch-tone telephone to dial (773) 756-4602, when asked give the following access code BIDDERS CALL.

Prospective proposers that intend to submit a proposal are encouraged to participate in the voluntary Pre-Proposal Teleconference. It shall be each prospective proposer's responsibility to join the teleconference promptly at 9:00 a.m. DHS reserves the right not to repeat information for participants that join the teleconference after it has begun.

If a potential prime contractor is unable to attend the voluntary Pre-Proposal Teleconference, an authorized representative of its choice may attend on its behalf. The representative may only sign-in for one potential prime contractor. Subcontractors may represent a potential prime contractor at the voluntary Pre-Proposal Teleconference.

The voluntary Pre-Proposal Teleconference is a public event or meeting and anyone can join.

The purpose of the conference is to:

1. Allow prospective proposers to ask questions about the services sought or RFP requirements and/or instructions.

2. Share the answers to general questions and inquiries received before and during the conference.

Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on DHS unless later confirmed in writing.

Carefully review this RFP before the conference date to familiarize yourself with the qualification requirements, scope of work and proposal content requirements. Prospective proposers are encouraged to have their copy of this RFP available for viewing during the conference.

Refer to RFP section entitled, "Proposer Questions" for instructions on how to submit written questions and inquiries before the conference date.

If DHS is unable to respond to all inquiries received before and/or during the conference, DHS will provide written answers shortly thereafter. DHS reserves the right to determine which inquiries will be answered during the conference and which will be answered later in writing.

After the conference, DHS will summarize all general questions and issues raised before and during the conference and mail or fax the summary and responses to all persons who received this RFP and to those who attended/participated in the conference. If an inquiry appears to be unique to a single firm or is marked "Confidential", DHS will mail or fax a response only to the inquirer if DHS concurs with the Proposer's claim that the inquiry is sensitive or proprietary in nature. If DHS does not concur, the inquiry will be answered in the manner described herein and the proposer will be so notified. Inquiries and/or responses that DHS agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, DHS may consolidate and/or paraphrase similar or related inquiries.

Proposers are responsible for their costs to attend/participate in the conference. Those costs cannot be charged to DHS or included in any cost element of the proposer's price offering.

G. Reasonable Accommodations

For individuals with disabilities, the Department will provide assistive services such as sign-language interpretation, real-time captioning, note takers, reading or writing assistance, and conversion of Bidders Conference handouts, oral interview material (if applicable), Request for Proposal, questions/answers, RFP Addenda, applicable library materials, or other Administrative Notices into Braille, large print, audiocassette, or computer disk. To request such services or copies in an alternate format, please call the number below no later than January 28, 2004 to arrange for reasonable accommodations.

Name of Program Contact Person	Rosanne Stephenson
Name of Program	Cancer Prevention and Nutrition Section
Program telephone number	(916) 449-5403
(TTY) California Relay telephone number	711-1-800-735-2929

NOTE: The range of assistive services available may be limited if requests are received less than ten State working days prior to the conference date or requestors cannot allow ten or more State working days prior to date the alternate format material is needed.

H. Mandatory Letter of Intent

1. General Information

Mandatory Letter of Intent

Prospective proposers that intend to submit a proposal are **required** to indicate their intention to submit a proposal. Failure to submit the mandatory Letter of Intent will result in proposal rejection. The mandatory Letter of Intent is not binding and prospective proposers are not required to submit a proposal merely because a Letter of Intent is submitted. **Use the Letter of Intent (Attachment 21) for this purpose.**

2. Submitting a Letter of Intent

Regardless of delivery method, the mandatory Letter of Intent must be received by **4:00 p.m. on Wednesday, March 5, 2004.**

Submit the Letter of Intent using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Letter of Intent RFP 03-75061 Department of Health Services Prevention Services Division of Chronic Disease & Injury Control Cancer Prevention and Nutrition Section Debra Moore 1616 Capitol Ave., Suite 74.516 Sacramento, CA. 95814 P.O. Box 997413 MS 7204 Sacramento, CA. 95899-7413	Letter of Intent RFP 03-75061 Department of Health Services Cancer Prevention and Nutrition Section Debra Moore Fax: (916) 449-5414

Proposers transmitting a Letter of Intent by fax are responsible for confirming the receipt of the faxed Letter of Intent by the stated deadline.

Call Debra Moore at (916) 449-5369 to confirm faxed transmissions.

3. Proposer Warning

DHS' internal processing of U.S. mail may add 48 hours or more to the delivery time. If you mail the Letter of Intent, consider using certified or registered mail and request a receipt upon delivery. If you choose hand delivery, allow sufficient time to locate on street metered parking and to sign-in at the security desk.

I. Scope of Work

See Exhibit A entitled, "Scope of Work" that is included in the Sample Contract Forms and Exhibits section of this RFP. Exhibit A contains a detailed description of the services and work to be performed as a result of this procurement.

J. Qualification Requirements

Failure to meet the following requirements by the proposal submission deadline will be grounds for DHS to deem a proposer nonresponsive. Evaluators may choose not to thoroughly review or

score proposals that fail to meet these requirements. In submitting a proposal, each proposer must certify and prove that it possesses the following qualification requirements.

1. At least three consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five years. It is possible to attain the experience types listed below during the same time period. Proposers must have experience:
 - a. The proposer must have a current fully-functioning California-based office to service this account, have been conducting business in California as a marketing agency for at least three years, and for each of the last three years, have annual gross billings of at least \$5.0 million.
 - b. Working with diverse governmental or private agencies, public schools, food industry groups, agricultural organizations and/or community-based coalitions, particularly carrying out multi-level social marketing campaigns with community interventions using a variety of channels, developing collateral materials including: innovative consumer or media incentives, print materials, electronic Public Service Announcements (PSA), merchandising materials, and media materials, such as distinctive press kits with backgrounders, fact sheets, graphics, and photography/art.
 - c. Establishing, implementing and evaluating large-scale, moderate budget, and complex social marketing projects aimed at modifying lifestyle practices of the general public or targeted subgroups.
 - 1) **Large-scale** is defined as targeting a statewide population segment of one million persons or more or targeting regional coalitions where key contracts are set up in a designated regional structure, which encompasses multiple media markets or the entire state.
 - 2) **Moderate budget** is defined as having conducted a statewide program with a total annual budget of \$3,000,000-5,000,000.
 - 3) **Complex** is defined as including multiple channels and using multiple collateral materials to reach multiple target populations, particularly low-income and underserved, in addition to the general market and Spanish-language mass-media. Examples of channels are units of local government, schools, business, restaurants, supermarkets, service organizations like community youth organizations, and community-based coalitions.
 - d. Working with low-income populations, low-income populations with diverse ethnic backgrounds, and children/youth.
2. Proposers must certify that they have read and are willing to comply with all proposed terms and conditions addressed in RFP section entitled, "Contract Terms and Conditions", including the terms appearing in the referenced contract exhibits.
3. **[Corporations]** Corporations must certify they are in good standing and qualified to conduct business in California.
4. **[Nonprofit Organizations]** Non-profit organizations must certify they are eligible to claim nonprofit status.
5. Proposers must have a past record of sound business integrity and a history of being responsive to past contractual obligations.
6. Proposers must be certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.

- a. The proposer must submit evidence of adequate financial reserves or a Letter of Commitment from Creditor (lender) recognizing that initial payment may be delayed for approximately four (4) months. The proposer must have adequate financial resources to cover approximately four (4) months of delayed payments, (which could total more than \$1.5 million) particularly during the initial start-up period. The proposer must include a letter of commitment from a creditor (lender) only if borrowing will provide any or all of the monies necessary to meet initial expenses.
7. Proposers must either achieve actual DVBE participation **or** make an adequate Good Faith Effort (GFE) to meet the DVBE participation requirements. Detailed requirements are outlined in Attachment 8 (DVBE Instructions/Forms). This requirement applies if you offer a total cost or price that is \$10,000 or more.
8. The winning proposer must supply, before contract execution, proof of liability insurance that meets the requirements of Provision 10 of Exhibit E, entitled “Additional Provisions”.
9. Proposers must agree to contain their indirect costs at a percentage rate not to exceed 26 percent of modified direct costs (Total direct costs less rent and subcontracts).
10. Proposers must certify and submit proof that no prohibited conflict of interest exists.

K. Proposal Format and Content Requirements

1. General Instructions

- a. Each firm or individual may submit only one proposal.

For the purposes of this paragraph, “firm” includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one proposal, DHS will reject all proposals submitted by that firm or individual.

A firm or individual proposing to act as a prime contractor may be named as a subcontractor in another proposer’s proposal. Similarly, more than one proposer may use the same subcontractors and/or independent consultants.
- b. Develop proposals by following all RFP instructions and/or clarifications issued by DHS in the form of question and answer notices, clarification notices, Administrative Bulletins, or RFP addenda.
- c. Before submitting your proposal, seek timely written clarification of any requirements or instructions that you believe to be vague, unclear, or that you do not fully understand.
- d. In preparing your proposal response, all narrative portions should be straightforward, detailed and precise. DHS will determine the responsiveness of a proposal by its quality, not its volume, packaging, or colored displays.
- e. Arrange for the timely delivery of your proposal package(s) to the address specified in this RFP. Do not wait until shortly before the deadline to submit your proposal.

2. Format Requirements

- a. Submit one (1) original proposal and twelve (12) copies or sets.
 - 1) Write “**Original**” on the original proposal set.
 - 2) Each proposal set must be complete with a copy of all required attachments and documentation.

- b. Format the narrative portions of the proposal as follows:
 - 1) Use one-inch margins at the top, bottom, and both sides.
 - 2) Use a font size of not less than 11 points.
 - 3) Print pages single-sided on white bond paper.
 - 4) Sequentially paginate the pages in each section. It is not necessary to paginate items in the Forms Section or Appendix Section.
- c. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
- d. All RFP attachments that require a signature must be signed in ink, preferably in a color other than black.
 - 1) Have a person who is authorized to bind the proposing firm sign each RFP attachment that requires a signature. Signature stamps are not acceptable.
 - 2) Place the originally signed attachments in the proposal set marked "Original".
 - 3) RFP attachments and other documentation placed in the extra proposal sets may reflect photocopied signatures.
- e. Do not mark any portion of your proposal response, any RFP attachment or other item of required documentation as "Confidential" or "Proprietary". DHS will disregard any language purporting to render all or portions of a proposal confidential.

3. Content Requirements

This section specifies the order and content of each proposal. Assemble the materials in each proposal set in the following order:

a. Proposal Cover Page

A person authorized to bind the proposer must sign the Proposal Cover Page (**Attachment 1**). If the proposer is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the Proposal Cover Page.

b. Table of Contents

Properly identify each section and the contents therein. Paginate all items in each section with the exception of those items placed in the Forms Section and Appendix Section.

c. Executive Summary Section

This section must not exceed four (4) pages in length. Evaluators may not review or evaluate excess pages.

In preparing your Executive Summary, do not simply restate or paraphrase information in this RFP. Describe or demonstrate, in your own words, the following information:

- 1) Your understanding of DHS' needs and the importance of this project.
- 2) The tangible results that you expect to achieve and how you will evaluate the effectiveness of those results.
- 3) Your firm's sincere commitment to perform the scope of work in an efficient and timely manner.

- 4) How you will effectively integrate this project into your firm's current obligations and existing workload.
- 5) Why your firm should be chosen to undertake this work at this time.

d. Agency Capability

This section must not exceed six (6) pages in length. Evaluators may not review or evaluate excess pages.

- 1) Include a brief history of your firm, including:
 - a) Date of establishment. If applicable, explain any changes in your business history or organizational structure that will assist DHS in determining your qualifications.
 - b) A description of your firm's goals that are relevant, closely related, or will complement this project.
- 2) Describe the experience that qualifies your firm to undertake this project. At a minimum, demonstrate your firm's possession of three consecutive years of experience of the types listed in this section. All experience must have occurred within the past five years. It is possible to attain the experience types listed below during the same time period. Proposers must have experience:
 - a) Working with diverse governmental or private agencies, public schools, food industry groups, agricultural organizations and/or community-based coalitions, particularly carrying out social marketing campaigns and community interventions using a variety of channels, developing collateral materials including: innovative consumer or media incentives, print materials, electronic PSAs, merchandising materials, and media materials, such as distinctive press kits with backgrounders, fact sheets, graphics, and photography/art.
 - b) Establishing, implementing and evaluating large-scale, moderate budget, complex public health, social marketing or community-based media and public relations projects aimed at modifying lifestyle practices of the general public or targeted subgroups.
 - c) Working with low-income populations, low-income populations with diverse ethnic backgrounds, and children/youth
 - d) Implementing projects similar to this SOW within 45 days of contract execution.
- 3) Briefly, describe the accounts or work projects begun and/or completed in the past three years that involved services similar in nature or closely related to the scope of work in this RFP. For each account or project listed, include the following information:
 - a) Name of agency or firm for whom services were performed;
 - b) Duration or length of the project;
 - c) Total cost or value of the project;
 - d) Indicate if the account or project is "active/open" or "closed/settled"
 - e) Describe briefly the type and nature of the services you performed.
- 4) Briefly describe any experience that demonstrates your firm's ability to establish and maintain effective working relationships with government entities, local community-based organizations, and private nonprofit organizations.

- 5) Identify three client references that your firm has serviced in the past five years that can confirm their satisfaction with your services and confirm if your firm provided timely and effective services or deliverables. Use the Proposer References (**Attachment 4**) for this purpose.
- 6) Describe experience implementing large-scale projects within 45 days of contract execution.

e. Work Plan Section

1) Overview

- a) DHS is interested in proposals that provide well-organized, comprehensive and technically sound business solutions. Vague explanations will undermine your firm's credibility and will result in reduced proposal scores.
- b) The Work Plan must include an in-depth discussion and description of the methods, approaches and step-by-step actions that will be carried out to fulfill all Scope of Work requirements.

If the nature of a task or function hinders specific delineation of in-depth methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches or procedures that you will use to accomplish the task or function. Also, describe, in this instance, how you will propose the ultimate strategies and detailed plans to DHS for full consideration and approval before you proceed to carry out the project.
- c) If, for any reason, the Work Plan does not wholly address each Scope of Work requirement, fully explain each omission.

2) Rejection of Tasks, Activities or Functions

- a) If full funding does not become available, is reduced, or DHS determines that it does not need all of the services described in this RFP; DHS reserves the right to offer an amended contract for reduced services.
- b) If the Work Plan contains proposed methods or approaches; functions, tasks, or activities known by DHS to be ineffective or determined to be unacceptable, DHS reserves the right to require the substitution of comparable items that can be performed at the same or similar cost.

3) Work Plan Content

- a) Your Work Plan must include projected performance time lines and a detailed description of the step-by-step actions, methods, and approaches used to fulfill all Scope of Work requirements.
- b) Review Scope of Work requirements, (Exhibit A) and complete Work Plan template (**Attachment 11**). Proposers are to submit as many pages as are necessary.
- c) Briefly, explain or describe the overall approach and/or methods that you will use to accomplish the Scope of Work.
- d) Explain why you chose the particular approaches and methods that are proposed (e.g., proven success or past effectiveness, etc.).

- e) If applicable, explain what is unique, creative, or innovative about your proposed approaches and/or methods.
- f) If you envision any major complications or delays at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if you do not anticipate any major complications or delays.
- g) Identify the specific tasks/activities and functions that you will perform in the order you believe they will occur. Include the following in-depth information for each task/activity or function in the work plan:
 - i. Indicate who will have primary responsibility for performing each major task/activity or function. If known, identify the name and position title of all key personnel, subcontractors and/or consultants that will perform the work. If the responsible party is unknown or not yet identified, identify a staff position title or project name/title and indicate "TBD" which is the abbreviation for "to be determined".
 - ii. Include a performance time line for each major task/activity or function. Indicate the approximate beginning and ending month and year. If a task/activity or function will only occur in one fiscal period or year, indicate the beginning and ending month and year.
If desirable, in addition to start and end dates, you may use other terms such as start-up, on-going, continuous, take-over, turn-over, etc. to describe the performance time line. In doing so, you must define the meaning of each unique term that you use.
 - iii. Explain/describe how you intend to measure or prove successful completion of each major task, function or activity. Incorporate CPNS SEM into evaluation plan.
If applicable, identify the key events or outcomes that will signify completion or identify tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions.

h) Take-Over Plan

Describe an initial overall plan and/or approach for coordinating the take-over of existing activities from the current contractor. Address any foreseeable transition complications and potential methods for dealing with or resolving transition complications to minimize the disruption of existing services. Proposers must submit a finalized take-over plan to the State for approval within 45 days after the contract start date.

f. Management Plan Section

This section must not exceed five (5) pages in length. Evaluators may not review or evaluate excess pages.

- 1) Describe how you will effectively coordinate, manage, and monitor the efforts of the assigned staff, including subcontractors and/or consultants, if any, to ensure that all tasks, activities, and functions are completed effectively and in a timely manner.

- 2) Describe the fiscal accounting processes and budgetary controls you will use to ensure the responsible use and management of contract funds and accurate invoicing. Include at a minimum, a brief description of all of the following:
 - a) How the costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to DHS (e.g., use of unique account/project codes, etc.).
 - b) Your fiscal reporting and monitoring capabilities (e.g., spread sheets, automated fiscal reports, quality controls, checks and balances, etc.) to ensure contract funds are managed responsibly.
 - c) Proposed billing or invoicing frequency (not more frequently than once per month). Electronic billing is not possible.
 - d) Identify the documentation that you will maintain on file or submit to DHS upon request to prove, support and/or substantiate the expenses that are invoiced to DHS.
- 3) Include an organization chart. Instructions are explained in the Appendix section. **Place the organization chart in the Appendix section of your proposal.**
- 4) Include financial statements. Instructions are explained in the Appendix section. **Place the financial statement in the Appendix section of your proposal.**

g. Project Personnel Section

This section must not exceed five (5) pages in length. Evaluators may not review or evaluate excess pages.

- 1) In this section, describe your proposed staffing plan. In the staffing plan, include at a minimum:
 - a) Position titles for all proposed employees (persons on your payroll).
 - b) Number of personnel in each position.
 - c) By position, indicate the full time equivalent (FTE) or percentage of staff time devoted to this project (e.g., full time = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25, projected number of hours, if hourly, etc.).
 - d) Monthly salary rate or wage range for each position title. It is the proposer's responsibility to project annual merit increases and/or cost of living increases into each wage rate.
 - e) Include a job description or duty statement for each position title or classification that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that you will assign to the position and may include desired or required education and experience. **Place all job descriptions or duty statements at the end of the Project Personnel section.**
 - f) Identify by name and/or position title, each key staff person that will have primary responsibility for managing, directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants and who will maintain effective communications with DHS (i.e., Project or Program Manager, Project or Program Director, Contract Manager, etc.).
 - i. Briefly, describe each person's expertise, capabilities and credentials.
 - ii. Emphasize any relevant past experience in directing, overseeing, coordinating or managing other government projects.

- g) Include a resume for each key staff person (professional, managerial or supervisory) that will exercise a major administrative, policy, or consulting role in carrying out the project work. **Place staff resumes in the Appendix section.** To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.
- 2) Briefly, describe the administrative policies or procedures you will use to ensure that you will recruit and select well-qualified, competent, and experienced in-house staff, subcontractors and/or independent consultants.
 - a) If employee recruitment/selection policies or procedures are present in an operations manual, you may cite excerpts from such manuals. Do not simply indicate that such policies exist, and do not attach copies of any policies or manuals to your proposal. If deemed necessary, DHS may request copies of your existing manuals or policies.
- 3) Briefly, describe the processes or procedures that you will use to ensure that vacancies are filled expeditiously and that services are continued despite the presence of vacancies.
- 4) If subcontractors (including independent consultants) will be used to perform contract services, proposers must do the following at the time of proposal submission:
 - a) Indicate if you have pre-identified any firms/persons to perform the work or if you will recruit them later.
 - i. For each pre-identified subcontractor and independent consultant include:
 - A. Full legal name.
 - B. A brief description of the major duties and functional responsibilities that you intend to assign to the subcontracted firm or independent consultant.
 - C. A brief explanation as to why you chose the subcontracted firm or independent consultant. Stress things such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, notoriety in a field or specialty, etc.
 - D. A resume for each pre-identified subcontractor and independent consultant. **Place all subcontractor and/or consultant resumes in the Appendix section.** To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.
 - E. A letter of agreement, signed by an official representative of each subcontracted firm or independent consultant. **Place all subcontractor and/or consultant letters of agreement in the Appendix section.** Specific subcontractor and/or independent consultant relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect DHS' right to approve personnel or staffing selections or changes made after the contract award.

- ii. For subcontractors and/or independent consultants that cannot be identified when the proposal is submitted to DHS or are to be determined (TBD) after the contract is executed, include:
 - A. An identification of the functions, activities and responsibilities that you intend to assign to each subcontractor and/or independent consultant.
 - B. A description of the process that you will use to obtain DHS approval of each subcontractor and/or independent consultant selection along with approval of their budgeted costs and assigned responsibilities.

h. Facilities and Resources Section

This section must not exceed two (2) pages in length. Evaluators may not review or evaluate excess pages.

Describe the following as it relates to your capacity to perform the Scope of Work:

- 1) Current office facilities at your disposal including number of offices owned or leased, square footage, number of staff housed, and physical location or address.
- 2) Current support services and office equipment capabilities immediately available and/or accessible for use in carrying out the proposed Scope of Work. Include such things as, but not limited to:
 - a) A description of the range and/or type of support services available and number of staff.
 - b) Messenger, delivery, shipping, distribution, or transport capabilities.
 - c) Teleconferencing or telecommunications capabilities.
 - d) Printing/reproduction or photocopying capabilities.
 - e) Computer hardware and system capabilities (i.e., number, type, size, age, capacity and speed of personal computers or work stations and servers; Local Area Network capabilities, Wide Area Network capabilities; data transfer capabilities (disk or tape), data storage capacity, video/graphics capabilities, etc.).
 - f) Software applications in use (word processing applications, spread sheet applications, data base applications, graphics development applications, Web page design applications, unique or other specialized software applications, etc.).
 - g) Other support functions or capabilities that can be accessed and/or utilized.
- 3) Identify any facilities, support services that you must purchase, rent or lease on a long or short-term basis to perform the services described in this RFP.

i. Creative Marketing Samples

Provide 2 copies and an original of each sample.

The following creative examples must all have been produced by the office(s) that will service this account or by the personnel to be assigned to this account. Samples must have been produced within the last two (2) years.

- 1) Submit a minimum of three (3) different advertisements (Ad's). If submitting a Television (TV) ad, they may be combined on one 2" VHS format. If submitting radio ads, send audiocassette copies. All other ad samples must be included in each copy of the proposer's response.

- 2) Submit a minimum of three (3) samples comprising any of the following public relations materials: Video News Releases (VNR), Radio News Releases (RNR), speakers bureau materials, press kits, press releases, brochures, annual reports, opinion editorials, direct mail marketing, research, promotional items/materials, or any other press or public relations materials
- 3) Submit three (3) additional items from either 1 or 2 above that illustrate the proposer's unique marketing approaches.

For each of the above, list the marketing objective, the target market, the creative strategy, total cost, the creative team/names of persons who worked on the project, results, (including awards) and/or community action or policy change.

j. Include an Audience Diversity section do not exceed 3 pages.

This section must not exceed three (3) pages in length. Evaluators may not review or evaluate excess pages.

Provide a case history of one (1) campaign that demonstrates the proposer's ability to address one or more of the target populations of this proposal.

- 1) What steps did you take to define and characterize the target audience and shape the communications plan?
- 2) Describe how the audience diversity was addressed in the strategy and message(s), how the marketing mix (advertising, public relations, promotions, etc.) was selected, and/or executed.
- 3) What measures were used to evaluate the campaign's effectiveness with the audience, and for the client?
- 4) Describe expertise and experience in marketing to low-income consumers; specifically African American mothers and their families, Spanish- and English-language speaking Latina mothers and their families, grocers serving low-income communities, low- and middle-income working women, their families and their employers, low-income children, parents and preschool providers.

k. Cost Section

1) Basic Content

The Cost section will consist of the following documents:

- a) Cost Proposal form (**Attachment 12**).
- b) Budget Summary Sheet (**Attachment 13, 15, 17 and 19**) for each fiscal year or budget period.
- c) Subcontractor Budgets (**Attachment 14, 16, 18 and 20**) for each fiscal year or budget period.

2) General Instructions

- a) All cost forms (Cost Proposal form, Budget Summary Sheets, and Subcontractor Budgets must be typewritten or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typewritten adjacent to the error. The person who signs the Cost Proposal should initial all corrections preferably in blue ink.

- b) On the Cost Proposal form, indicate the annual cost for each budget period and include a total cost.
 - c) When completing the cost forms, include all estimated costs to perform the services for the entire term, including applicable annual rate adjustments attributable to merit increases, profit margins, and inflation or cost of living adjustments.
- 3) Required Budget Work Sheets
- a) Include with the Cost Proposal form (**Attachment 12**), a Budget Summary Sheet (**Attachment 13, 15, 17, and 19**), Subcontractor Budgets (**Attachment 14, 16 18, and 20**) for each state fiscal year or budget period.
 - b) On each Budget Summary Sheet and Subcontractor Budget, provide specific cost breakdowns for the budget line items identified in this section.
 - c) All unit rates/costs, if any (i.e., square footage, salary rates/ranges, hourly rates, etc.), must be multiplied out and totaled for each budget period.
 - d) Please report costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
 - e) When completing the Budget Work Sheet(s) and Subcontractor Budgets, you may create like images or computerized reproductions of the Budget Summary Sheets or Subcontractor Budgets included in this RFP. Use as many pages as are necessary to display your detailed costs. The Budget Summary Sheet attachments included in this RFP are not intended to dictate the specific costs you are to report, but are intended to show you the required format for reporting your proposed budget detail.
 - f) Identify your projected detailed expenses for each line item identified below by following the instructions herein.
 - i. Personnel Costs**
 - A. Identify each funded position title or classification.
 - B. Indicate the number of personnel in each position/classification.
 - C. Indicate the full time equivalent (FTE) or annual percentage of time/effort for each position (i.e., full time = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25, number of hours, if hourly, etc.).
 - D. Identify the monthly salary rate or range for each position/classification. Include paid leave benefits such as sick leave, vacation, annual leave, holiday pay, etc. in the salary rates or ranges.
 - E. Project an annual total for each position/classification.
 - F. If applicable, enter \$0 if no personnel costs will be incurred.
 - G. Enter the grand total for salary/wage expenses.
 - ii. Fringe Benefits**

Include fringe benefit expenses including, but not limited to, costs for worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance, disability insurance, pension plan/retirement benefits; etc.

- A. Display fringe benefit costs as a percentage rate of the total personnel costs.
- B. If applicable, enter \$0 if no fringe benefit costs will be incurred.

iii. Operating Expenses (also referred to as General expenses)

Identify all direct project costs. Direct project costs may include but are not limited to the following expense items:

- A. Facility rental (i.e., office space, storage facilities, etc.). Include the amount of square footage and the rate per square foot.
- B. Consumable office supplies.
- C. Minor equipment purchases (i.e., items with a unit cost of less than \$5,000 and a useful life of one year or more).
- D. Telecommunications (i.e., telephone or cellular telephones, fax, Internet service provider fees, etc.).
- E. Reproduction/printing/duplication.
- F. Postage or messenger/delivery service costs.
- G. Equipment/furniture rental/lease and maintenance.
- H. Software (including license fees, upgrade/maintenance fees, etc.).
- I. If applicable, enter \$0 if no operating expenses will be incurred.

iv. Equipment Expenses

- A. DHS will not reimburse equipment purchases under the resulting contract.
- B. Enter \$0 in this line item.

v. Subcontract Expenses

- A. Specify a total cost for all subcontracted services (including those performed by independent consultants). Subcontractors include any persons/firms performing contract services that are not on the Contractor's payroll.
- B. If you intend to use subcontractors (including independent consultants), provide the information below depending on whether subcontractors are known/pre-identified or have yet to be determined.
 - 1. For **known/pre-identified** subcontractors or independent consultants, identify each subcontractor/consultant by name and include a separate expense breakdown for each of the subcontractor's costs for personnel expenses including fringe benefits, operating or general expenses, travel, subcontracts, and indirect costs. **Use Attachments 14 , 16, 18 and 20 if more than two subcontracts are anticipated.**
 - 2. For **unknown/unidentified** subcontractors or independent consultant, list a title for each subcontracted activity/function and indicate a total projected cost for each activity/function to be out sourced.
- C. If applicable, enter \$0 if no subcontract expenses will be incurred.

vi. Travel Expenses

- A. Indicate the total cost for travel and per diem. Include costs for expenses such as airfare, mileage reimbursement, parking, toll bridge fees, taxicab fares, overnight lodging, and meal expenses, etc.
- B. If applicable, enter \$0 if no travel expenses will be incurred.

vii. Other Costs

- A. Indicate here those direct project expenses that do not clearly fit into the other budget line items. Such costs may include, but are not limited to training/conference registration fees, publication production costs, costs for educational material development, or other items unique to performance.
- B. If any service, product, or deliverable will be provided on a fixed price or lump sum basis, name the items and/or deliverable and indicate “fixed price” or “lump sum” next to the item along with the price or fee.
- C. If applicable, enter \$0.

viii. Indirect Costs

- A. Express your indirect costs as a percentage rate.

Indirect Expenses are defined as expenses not directly associated with the project's deliverables. Examples are; management, fiscal, and personnel services; bookkeeping; payroll; janitorial; insurance; and audit costs.

Proposers must use their organizations federally negotiated rate. If one has not been negotiated, indirect costs must be contained at a rate no greater than 26% of modified total direct costs (minus the amounts budgeted for rent and subcontracts-for more information refer to Exhibit D(F) Special Terms and Conditions). DHS will deem a proposal non-responsive if a proposer offers an indirect cost rate that exceeds this limit.

- B. If applicable, enter \$0.

ix. Total Costs

Enter a total annual cost for the stated fiscal year or budget period. Make sure all itemized costs equal this figure when added together.

4) Required cost justification/documentation

In the Cost section of your proposal, you are to supply the following facts and information to explain the reasonableness and/or necessity of your proposed budgeted costs.

Include the following narrative information to explain the reasonableness and/or necessity of the proposed budgeted costs appearing on the Budget Summary Sheets.

- a) Discuss how the number of project-funded staff, their proposed duties and time commitments are sufficient to achieve the proposed services and activities.
- b) Include wage and/or salary justifications, including but not limited to:
 - i. How salary rates or ranges were determined.
 - ii. Explain any cost of living, merit or other salary adjustments that are included in the personnel line item. Explain how the amount of each adjustment was determined and explain the frequency or interval at which the adjustment is to be granted. **This only applies if you included merit increases, cost of living, or other salary adjustments in the personnel expense line item.**
- c) Fringe benefit explanation. **This requirement only applies if fringe benefit expenses are budgeted.**
 - i. Identify and/or explain the expenses that make up fringe benefit costs. Typical fringe benefit costs can include worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance, pension plan/retirement benefits; etc.
 - ii. If applicable, identify any positions that do not earn fringe benefits and/or that receive different benefit levels.
- d) Subcontractor/independent consultant use and fees/rates and costs. **This requirement only applies if subcontractor (including independent consultant) costs are budgeted.**
 - i. Discuss the necessity of using each subcontractor and/or independent consultant. Explain what contributions their services and expertise will add to this project.
 - ii. Provide a justification for the fees/wages budgeted for **known/pre-identified** subcontractors (including independent consultants). Include information, such as, but not limited to, the subcontractor's or consultant's current pay rate, past wage/salary/fee history, standard industry rates paid for comparable/similar services. If applicable, explain other factors you used to determine the proposed pay levels such as notoriety in a specific field, possession of expert credentials, etc. that explain the reasonableness of the proposed costs/fees or wage rates.
 - iii. For **unknown/unidentified** subcontractors (including consultants), explain how you determined the amount to budget for each proposed subcontracted activity or function.
- e) Travel expense justification/explanation. **This requirement only applies if travel expenses are budgeted.**
 - i. If you propose travel expenses equal to \$50,000 or more in any budget period, itemize all major travel and per diem expenses. At a minimum, include an estimated number of trips, to and from destinations, length of travel per trip (i.e., number of days and nights), number of travelers and mode of transportation.
 - ii. **Note:** Travel reimbursement generally may not exceed the current rates paid to nonrepresented State employees.
Expenses exceeding current State rates must be explained and justified and are subject to prior DHS approval. Request a copy of the State employee travel

reimbursement rates if DHS failed to attach the rates to the RFP (e.g., the Travel Reimbursement Information exhibit).

State employees receive discounted lodging rates in many areas. In justifying per diem costs, indicate if you do not have access to discounted rates.

iii. If travel expenses are less than \$50,000 in any budget period, briefly explain how you estimated your proposed travel costs.

f) Other costs explanation. **This requirement only applies if “Other costs” are budgeted.**

i. Itemize each expense item making up the “Other Costs” line item.

ii. Explain why each expense item is necessary. Also, explain how you determined the amount of each expense.

iii. If you offered any services or deliverables on a fixed price or lump sum or fixed-price basis, explain how you determined the price or cost.

I. Appendix Section

Place the following documentation in the Appendix section of your proposal in the order shown below.

1) Proof of Corporate Status

If the Proposer is a Corporation, submit a copy of your firm’s most current Certificate of Status issued by State of California, Office of the Secretary of State. Submit an explanation if you cannot submit this documentation. Unless otherwise specified, do not submit copies of your firm’s Bylaws or Articles of Incorporation.

2) Proof of Nonprofit Status

Nonprofit organizations must prove they are legally eligible to claim “nonprofit” and/or tax-exempt status by submitting a copy of an IRS determination letter indicating nonprofit or 501 (3)(c) tax-exempt status. Submit an explanation if you cannot supply this documentation.

3) An Organization Chart

The organizational chart must show the lines of authority and reporting relationships within your organization including the relationship between management and subcontractors and/or independent consultants, if any.

4) Financial Statements

Submit copies of financial statements for the past two years or most recent twenty-four (24) month period.

a) Annual income statement(s), and

b) Quarterly **or** annual balance sheets

Audited statements are preferred, but not required. If you supply audited financial statements, all noted audit exceptions must be explained. DHS will accept financial statements prepared by your financial accounting department, accounting firm or an auditing firm. A statement signed by your Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

5) Staff Resumes

Resume specifications appear in the Project Personnel section. To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.

6) Subcontractor/Consultant Resumes

Submit a resume for each pre-identified subcontractor or independent consultant, if any, as discussed in the Project Personnel section. To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.

7) Subcontractor/Consultant Letters of Agreement

For each pre-identified subcontractor and independent consultant that will be used to perform services under the resulting contract, submit a letter of agreement to work on this project.

A letter of agreement must be signed by an official representative of each subcontracted firm or independent consultant, indicating his or her acknowledgement of being named as a subcontractor or consultant, their availability to work on this project and acknowledgement that they have read or been made aware of the proposed contract terms, conditions and exhibits. Include an explanation if you cannot obtain a letter of agreement from each pre-identified subcontractor and consultant and indicate when a letter of agreement will be forthcoming.

8) Conflict of Interest Compliance Certificate

- a) Any firm that intends to submit a proposal is required to submit **Attachment 22** certifying that the proposing firm:
 - i) Is not currently involved with or connected to the Cancer Prevention and Nutrition Services in either a contracting or decision making capacity and/or engaging in the exchange of information, and
 - ii) Understands that the conflict of interest requirements shall remain in effect for the entire term of the resulting agreement.
- b) If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of DHS, before the award of the contract, the conflict will be grounds for deeming a proposal nonresponsible.
- c) Proposers must assess their own situation according to the Conflict of Interest Compliance Certification information in **Attachment 22**. Complete, sign and attach any required documentation according to the instructions on the attachment. **Place Attachment 22 and any accompanying documentation in the Appendix Section of your proposal.**

a. Forms Section

Complete, sign and include the forms/attachments listed below. When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. After completing and signing the applicable attachments, assemble them in the order shown below.

Attachment and/or Documentation	Instructions
2 - Required Attachment / Certification Checklist	<p>1) Check each item with “Yes” or “N/A”, as applicable, and sign the form. If necessary, explain your responses.</p> <p>2) If a proposer marks “Yes” or “N/A” and makes any notation on the checklist and/or attaches an explanation to the checklist to clarify their choice, DHS considers this a “qualified response”. Any “qualified response”, determined by DHS to be unsatisfactory or insufficient to meet a requirement, may cause a proposal to be deemed nonresponsive.</p>
3 - Proposer Information Sheet	Completion of the form is self-explanatory.
4 - Proposer References	Identify three (3) clients you have serviced within the past five years that can confirm their satisfaction with your services and confirm if your firm provided timely and effective services or deliverables. If possible, identify clients whose needs were similar in scope and nature to the services sought in this RFP. List the most recent first.
5 - RFP Clause Certification	Complete and sign this form indicating your willingness and ability to comply with the contract certification clauses appearing in the RFP section entitled, “Bid Requirements and Information,” subsection “Bidding Certification Causes”.
6 - CCC 103 - Certification	Complete and sign this form indicating your willingness and ability to comply with the Contractor Certification Clauses appearing in this Attachment.
7 - Payee Data Record	Complete and return this form, <u>only</u> if you have not previously entered a contract with DHS. If uncertain, complete and return the form.

Attachment and/or Documentation	Instructions
8a - Actual DVBE Participation and applicable DVBE certification(s) and/or 8b - Good Faith Effort with required documentation	Read and carefully follow the completion instructions in Attachment 8. Attach the documentation that is required for the form(s) you choose to submit. One and/or both of these two forms may be required. Submission of these forms only applies to contract awards that equal \$10,000 or more for the entire contract term
9 - Target Area Contract Preference Act Request	Complete and return this form, <u>only</u> if your firm is based in California, your total bid is \$100,000 or more, DHS has not pre-set any part of the work location, and you wish to apply for TACPA preference.
10 - Enterprise Zone Act (EZA) Preference Request	Complete and return this form, <u>only</u> if your firm is based in California, the total bid offered is \$100,000 or more, no part of the work location has been preset by DHS, and you wish to apply for EZA preference

L. Proposal Submission

1. General Instructions

- a. Assemble an original and twelve (12) copies of your proposal together. Place the proposal set marked "Original" on top, followed by the twelve (12) extra copies.
- b. Place all proposal copies in a single envelope or package, if possible. Seal the envelope or package.
If you submit more than one envelope or package, carefully label each one as instructed below and mark on the outside of each envelope or package "1 of X", "2 of X", etc.
- c. Mail or arrange for hand delivery of your proposal to the Department of Health Services, Contract Management Unit (CMU). Proposals may not be transmitted electronically by fax or email
- d. The Contract Management Unit must receive your proposal, regardless of postmark or method of delivery, by **4:00 p.m. on March 19, 2004**. Late proposals will not be reviewed or scored
- e. Label and submit your proposal using one of the following methods.

Hand Delivery or Overnight Express:	U.S. Mail:
Proposal RFP 03-75061 Department of Health Services Contract Management Unit 1501 Capitol Ave., Ste. 71.2101 Sacramento, CA 95814	Proposal RFP 03-75061 Department of Health Services Contract Management Unit P.O. Box 997413, MS 1403 Sacramento, CA 95899-7413

f. Proposer Warning

DHS' internal processing of U.S. mail may add 48 hours or more to the delivery time. If you mail your proposal, consider using certified or registered mail and request a receipt upon delivery. If you choose hand delivery, allow sufficient time to locate on street metered parking and to sign-in at the security desk.

2. Proof of Timely Receipt

- a. DHS staff will log and attach a date/time stamped slip or bid receipt to each proposal package/envelope received. If a proposal envelope or package is hand delivered, DHS staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, DHS' Contract Management Unit must receive each proposal at the stated delivery address no later than 4:00 p.m. on the proposal submission due date. Neither delivery to the department's mailroom or a U.S. postmark will serve as proof of timely delivery.
- c. DHS will deem late proposals or those received **after 4:00 p.m. on 3/19/04**, nonresponsive.

3. Proposer Costs

Proposers are responsible for all costs of developing and submitting a proposal. Such costs cannot be charged to DHS or included in any cost element of a Proposer's price offering.

M. Evaluation and Selection

A multiple stage evaluation process will be used review and/or score technical proposals. DHS will reject any proposal that is found to be nonresponsive at any stage of evaluation.

1. Stage 1 – Required Attachment / Certification Checklist Review

- a. Shortly after the proposal submission deadline, DHS staff will convene to review each proposal for timeliness, completeness and initial responsiveness to the RFP requirements. This is a pass/fail evaluation.
- b. In this review stage, DHS will compare the contents of each proposal to the claims made by the Proposer on the Required Attachment / Certification Checklist to determine if the Proposer's claims are accurate.
- c. If deemed necessary, DHS may collect additional documentation (i.e., missing forms, missing data from RFP attachments, missing signatures, etc.) from a Proposer to confirm the claims made on the Required Attachment / Certification Checklist and to ensure that the proposal is initially responsive to the RFP requirements.
- d. If a Proposer's claims on the Required Attachment / Certification Checklist cannot be proven or substantiated, the proposal will be deemed nonresponsive and rejected from further consideration.

2. Stage 2 – Narrative Proposal Evaluation/Scoring

- a. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to a rating committee.

The raters will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.

- b. DHS will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

Points	Interpretation	General basis for point assignment
0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet DHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets DHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
2	Fully Adequate	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets DHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
3	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is above average or exceeds DHS' needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer offers one or more enhancing feature, method or approach that will enable performance to exceed our basic expectations.

- c. In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a proposal response:
- 1) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
 - 2) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
 - 3) Demonstrates that the Proposer understands DHS' needs, the services sought, and/or the contractor's responsibilities, and/or
 - 4) Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
 - 5) If implemented, will contribute to the achievement of DHS' goals and objectives, and/or
 - 6) Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

d. Below are the point values and weight values for each rating category that will be scored.

- 1) Proposals, excluding the Cost section, will be scored on a scale of 0 to 195 points, as follows:

<u>Rating Category</u>	<u>Points</u>	<u>X</u>	<u>Weight</u>	<u>=</u>	<u>Total</u>
Executive Summary	15	X	1.0	=	15
Agency Capability	30	X	1.5	=	45
Work Plan	30	X	2.0	=	60
Management Plan	21	X	1.0	=	21
Project Personnel	24	X	1.0	=	24
Facilities and Resources	6	X	.5	=	3
Creative Samples	9	X	2.0		18
Audience Diversity	12	X	.75		9
	147		Grand Total		195

- 2) DHS will consider a proposal technically deficient and nonresponsible if the proposal earns a score that is less than **165 points**. Nonresponsible proposals will not advance to Stage 3.

3. Stage 3 – Scoring the Cost section

- a. Proposers that earned a passing score in Stage 2 will have the Cost section of their proposal scored and/or evaluated according to the multi-phase cost scoring process described herein.
- b. The rating team will evaluate the merits and effectiveness of the Cost section of each proposal and assign cost points as described below. A total of 30 points can be earned in the cost evaluation phase.

Cost Section Rating Factors	Points Possible	Points Earned
Upon reviewing the Budget Summary Sheets, has the Proposer made good use of the contract funds?	3	
Upon reviewing the Budget Summary Sheets, did the Proposer allocate sufficient funds to each of the budgeted line items?	3	
Upon reviewing the Budget Summary Sheets and explanation, did the Proposer allocate sufficient funds to support the major program objectives or elements?	3	
Upon reviewing the Budget Summary Sheets, are the amounts allocated to the individual line items reasonable with none of the line item totals appearing to be excessive?	3	
Upon reviewing the Budget Justification and explanation, is there sufficient detail to support the proposed activities in the Work Plan or Scope of Work?	3	
Do the Budget Justifications and explanation supplied by the Proposer show that the costs are reasonable and/or appropriate?	3	

Cost Section Rating Factors	Points Possible	Points Earned
Upon reviewing the proposed salary/wage rates for in-house and subcontracted personnel, do the rates appear to be reasonable based upon the assigned level of responsibility and/or the person's salary history?	3	
Is there an appropriate fiscal balance between the costs allocated for in-house staff versus subcontracted personnel? 2 points will be earned if in-house personnel costs exceed subcontracted costs by 50% or more. Up to 3 points will be earned if subcontracted costs are 25% or less of the total personnel line item.	3	
Does it appear that the proposer's Total Operating costs are reasonable and have been kept to a minimum?	3	
To what extents are the budget summaries and justifications mathematically correct?	3	
Cost Evaluation Score	30 Points earned =	_____

- c. Following the cost evaluation phase, each proposer's cost shall be converted to a point score using the pre-defined formula shown below and the sum of both cost evaluation phases shall be tallied to arrive at a total cost score.
- 1) The proposal offering the lowest total cost earns 165 Cost points plus the points earned for the cost evaluation score. The remaining proposals earn cost points through the cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.
 - a) $\frac{\text{Lowest Cost}}{\text{Another Cost}} = \text{Result 1}$
 - b) $\text{Result 1} \times (\text{multiplied by}) 165 (\text{cost points}) = \text{Result 2}$
 - c) $\text{Result 2} + (\text{added to}) 30 (\text{cost evaluation score}) + (\text{added to}) 25 \text{ points for oral interview} = \text{Cost Section Score}$

Example for illustration purposes only:

Lowest price earns 165 points (cost points) + 30 (calculated cost evaluation score) + 25 (calculated oral interview score) for a total score of 220 points.

Other proposers earn cost scores as follows:

(low cost) $\$100,000 \div (\text{another proposal cost}) \$127,000 = .7874$ (Result 1)

(Result 1) $.7874 \times 30 \text{ points (cost points)} = 23.62$ (Result 2)

(Result 2) $23.62 + 28 (\text{cost evaluation points earned}) + 25 (\text{oral interview score}) = 76.62$

4. Stage 4 – Combining Narrative Proposal Score and Cost Section Score

DHS will combine the narrative proposal score to the final Cost section score and will tentatively identify the firm with the highest combined proposal score from each of the earlier evaluation stage(s).

5. Stage 5 – Adjustments to Score Calculations for Bidding Preferences

- a. DHS will determine which firms, if any, are eligible to receive a bidding preference (i.e., small business [add “TACPA and/or EZA” if the total cost will exceed \$100,000 and you did not pre-set the work location.]).
- b. To confirm the identity of the highest scored responsible Proposer, DHS will adjust the total proposal costs for applicable claimed preference(s) and will readjust the Cost score of those Proposers eligible for bidding preferences. DHS will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in the RFP section entitled, “Preference Programs”.

6. Stage 6 – Oral Interview

DHS may choose to conduct oral interviews with the top four (4) highest scoring Proposers. DHS may, at its discretion, choose not to conduct oral interviews. The purpose of the oral interview is to assess and/or confirm:

- a. The Proposer’s understanding of DHS’ needs and the overall importance of the project.
- b. The Proposer’s commitment to provide quality services in a timely manner.
- c. The Proposer’s willingness and ability to establish effective working relationships with State staff.
- d. The capabilities and strengths of the Proposer’s management team.
- e. The soundness and strengths of the Proposer’s approach to accomplish the objectives and manage the project to ensure successful completion of all Scope of Work requirements.

If oral interviews are held, DHS will evaluate the results of each oral presentation on a competitive basis by comparing the oral presentation responses of one proposer to those of another proposer. Proposers may earn 25 points for the oral interview stage.

If DHS chooses to conduct oral interviews, the length of each interview should not exceed 4 hour(s). DHS anticipates that interviews will be held in Sacramento during the week of April 7-9, 2004. In addition to the Proposer’s official authorized representative(s), DHS may request the presence of primary and/or key project personnel to attend the interview. If applicable, DHS will mail or fax specific interview requirement information to each the affected Proposers.

7. Stage 7 – Final Score Calculation

DHS will use the formula shown below to calculate final proposal scores and to determine the highest scored proposal.

- | | | | |
|----|----------------------------|-------|-----------------|
| a. | Narrative Proposal Score | 70% = | Technical Score |
| b. | Cost Section Score | 30% = | Cost Score |
| c. | Technical Score | | |
| | + Cost Score | | |
| | + Oral Interview Score | | |
| | = <u>Total Point Score</u> | | |

N. Narrative Proposal Rating Factors

Raters will use the following criteria to score the narrative portion of each proposal.

1. Executive Summary

Executive Summary Rating Factors [Not to exceed 4 pages]	Points Possible	Points Earned
To what extent did the Proposer express, in its own words, its understanding of DHS' needs and the importance of this project? Assign 1 point or 0 points if the Proposer restates or paraphrases information in the RFP.	3	
To what extent did the Proposer demonstrate the tangible results and evaluation strategy that it expects to achieve? Assign 1 point or 0 points if the Proposer restates or paraphrases information in the RFP.	3	
To what extent did the Proposer express a sincere commitment to perform this work in an efficient and timely manner?	3	
To what extent did the Proposer demonstrate that it can effectively integrate this project into its current obligations and existing workload?	3	
To what extent did the proposer adequately explain why it should be chosen to undertake this project at this time?	3	
Executive Summary Score		15 Points earned X 1.0 = _____

2. Agency Capability

Agency Capability Rating Factors [Not to exceed 6 pages]	Points Possible	Points Earned
Upon reviewing the Proposer's description of its business history, to what extent are the Proposing firm's goals relevant, closely related, or will their goals complement this project?	3	
From the experience described in its proposal, to what extent does the Proposer possess sufficient experience (at least three years) in establishing, implementing and evaluating large-scale, complex public health, social marketing or community based media and public relations projects aimed at modifying lifestyle practices of the general public or targeted subgroups?	3	
From the experience described in its proposal, to what extent does the Proposer possess sufficient experience (at least three years) in working with low-income populations including children, and low-income families with diverse ethnic backgrounds?	3	
From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in implementing project within 45 days of contract execution?	3	

Agency Capability Rating Factors [Not to exceed 6 pages]	Points Possible	Points Earned
From the experience described in its proposal, to what extent does the Proposer's staff, consultants and subcontractors have appropriate expertise to undertake the proposed plan.	3	
To what extent has the proposer produced a variety of collateral materials and measured their effectiveness?	3	
Based on a review of the Proposer's information about its prior accounts or work projects in the past 3 years, to what extent did the Proposer demonstrate that it has performed services that were similar in nature or closely related to the RFP Scope of Work?	3	
To what extent did the Proposer demonstrate that it has had experience establishing and maintaining effective working relationships with government entities, local community based organizations, and private nonprofit organizations?	3	
To what extent did the Proposer's prior clients, as a whole, confirm their satisfaction with the Proposer's past work and did those clients indicate that they would use the Proposer's services again?	3	
To what extent did the Proposer's prior clients confirm the Proposer's ability to deliver timely and effective services and deliverables?	3	
Agency Capability Score	30 Points earned X 1.5 = _____	

3. Work Plan

Work Plan Rating Factors	Points Possible	Points Earned
To what extent are the Proposer's overall approaches and/or methods comprehensive and/or technically sound?	3	
To what extent did the Proposer offer a rationale basis for choosing its particular approaches and methods (i.e., proven success or past effectiveness)?	3	
To what extent are the proposed procedures, methods and approaches appropriate and reasonable (i.e., if implemented are they likely to produce the desired results)?	3	
To what extent does the Proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the Proposer will perform to fulfill all scope of work requirements?	3	
Given the resources allocated, to what extent is the proposed work plan feasible and achievable?	3	

Work Plan Rating Factors	Points Possible	Points Earned
To what extent are the proposed performance time lines realistic and achievable?	3	
To what extent did the Proposer adequately demonstrate how it will measure and/or prove the completion of major activities (i.e., identification of key events/outcomes or deliverables)?	3	
To what extent can the Proposer implement a smooth transition of activities with little or no disruption to ongoing services?	3	
To what extent are all the required activities from this RFP included in the proposer's work plan?	3	
To what degree is the proposer able to provide media and public relations support services to large scale, statewide, social marketing campaigns like the <i>California Nutrition Network</i> and <i>California 5 a Day for Better Health Campaigns</i> ?	3	
Work Plan Score	30 Points earned X 2.0 = _____	

4. Management Plan

Management Plan Rating Factors [Not to exceed 5 pages]	Points Possible	Points Earned
To what extent has the Proposer demonstrated its capability to effectively coordinate, manage and monitor the efforts of assigned staff (including subcontractors and consultants) to ensure that work is effectively completed and timely?	3	
Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent are the fiscal processes and controls adequate to ensure the responsible use and management of contract funds and accurate invoicing?	3	
Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent can the Proposer properly account for state project costs to ensure that only appropriate costs are billed to DHS?	3	
Upon reviewing a description of its fiscal accounting processes and budgetary controls, to what extent does the Proposer have appropriate fiscal reporting and fiscal monitoring capabilities to ensure contract funds are managed responsibly?	3	
Upon reviewing a description of its fiscal accounting processes and budgetary controls, to what extent has the Proposer demonstrated that it will maintain appropriate documentation to prove, support or substantiate the expenses invoiced to DHS?	3	

Management Plan Rating Factors [Not to exceed 5 pages]	Points Possible	Points Earned
Upon reviewing the Proposer's organization chart in the Appendix Section, to what extent is the Proposer's organizational structure sound with distinct lines of authority and reporting relationships between management and all staff including subcontractors and independent consultants?	3	
Upon reviewing the Proposer's financial statements in the Appendix Section, to what extent is the Proposer financially stable and has appropriate fiscal resources to carry State expenses while awaiting reimbursement?	3	
Management Plan Score		21 Points earned X 1.0 = _____

5. Project Personnel

Project Personnel Rating Factors [Not to exceed 5 pages]	Points Possible	Points Earned
Upon reviewing the Proposer's staffing plan, to what extent has the Proposer allocated a sufficient number of staff in the appropriate position levels or classifications to perform the full range of services?	3	
Upon reviewing the Proposer's staffing plan, to what extent has the Proposer allocated ample FTEs or percentages of staff time for each position or classification?	3	
Upon reviewing the proposed salary rates or ranges and proposed duties for the proposed personnel, to what extent are the salary rates or ranges appropriate in relation to the assigned duties and level of responsibility?	3	
Upon reviewing the proposed job descriptions or duty statements for the proposed personnel, to what extent has the Proposer reasonably assigned the job responsibilities and tasks among the different personnel?	3	
Upon reviewing the proposed job descriptions or duty statements for the proposed personnel (including subcontractors and independent consultants), to what extent has the Proposer reasonably divided the work between its in-house resources and proposed subcontractors (including independent consultants)? If no subcontracting or use of consultants is proposed, up to 3 points will be assigned based on the effectiveness of the Proposer's allocation of tasks to its in-house personnel.	3	
Upon reviewing the job descriptions and resumes of the proposed staff <i>[excluding the project director(s)/administrator(s) or project coordinator(s)]</i> , to what extent do the proposed personnel possess the qualifications and expertise needed to perform the assigned duties?	3	

Project Personnel Rating Factors [Not to exceed 5 pages]	Points Possible	Points Earned
Upon reviewing the job descriptions and resumes of the proposed project director(s)/administrator(s) or project coordinator(s), to what extent do the proposed personnel possess the qualifications, past experience and expertise needed to carry out their assigned responsibilities?	3	
Upon reviewing the Proposer's administrative policies and procedures, to what extent will the policies/procedures lead to the recruitment and selection of qualified, competent and experienced staff, subcontractors and/or independent consultants for this project?	3	
Project Personnel Score		24 Points earned X 1.0 = _____

6. Facilities and Resources

Facilities and Resources Rating Factors [Not to exceed 2 pages]	Points Possible	Points Earned
To what extent does the Proposer have access to office facilities that are sufficient to enable performance of the scope of work?	3	
To what extent does the Proposer have access to adequate support services and other resources that are needed to ensure successful performance?	3	
Facilities and Resources Score		6 Points earned X .5 = _____

7. Creative Samples

Creative Samples Rating Factors	Points Possible	Points Earned
To what extent are the three different advertisement and public relations samples persuasive, clear, and innovative in capturing the attention of the public, target segments or media?	3	
To what extent do the samples provided demonstrate the Proposers' experience in utilizing a variety of advertising public relations approaches or techniques? Where the samples provided developed within the last two years?	3	
To what extent do the new creative concepts submitted define a unique marketing approach that resonates.	3	
Creative Samples Score		9 Points earned X 2.0 = _____

8. Audience Diversity

Audience Diversity Rating Factors [Not to exceed 4 pages]	Points Possible	Points Earned
To what extent does the Proposer describe the steps taken to define and characterize the target audience?	3	
To what extent does the Proposer clearly demonstrate expertise and experience in marketing to low-income consumers?	3	
To what extent does the Proposer's example address audience diversity in the strategy and message(s), in the marketing mix (advertising, public relations, promotions, etc.) that was selected, and in the execution?	3	
To what extent does the Proposer use appropriate market research to develop effective approaches for each segment of the diverse audience to be targeted?	3	
Audience Diversity Score	12 Points earned X .75 = _____	

O. Bid Requirements and Information

1. Nonresponsive Proposals

In addition to any condition previously indicated in this RFP, the following occurrences **may** cause DHS to deem a proposal nonresponsive.

- a. Failure of a Proposer to:
 - 1) Meet DVBE participation goals or to demonstrate that a substantial Good Faith Effort (GFE) was made to meet those goals.
 - 2) Meet proposal format/content or submission requirements including, but not limited to, the sealing, labeling, packaging and/or timely and proper delivery of proposals.
 - 3) Pass the Required Attachment / Certification Checklist review (i.e., by not marking "Yes" to applicable items or by not appropriately justifying, to DHS' satisfaction, all "N/A" designations).
 - 4) Submit a **mandatory** Letter of Intent in the manner required, if applicable. (**Attachment 21**)
 - 5) Submit a **mandatory** Conflict of Interest Compliance Certificate in the manner required, if applicable. (**Attachment 22**)
- b. If a Proposer submits a proposal that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
- c. If a Proposer supplies false, inaccurate or misleading information or falsely certifies compliance on any RFP attachment.
- d. If DHS discovers, at any stage of the bid process or upon contract award, that the Proposer is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFP or the resulting contract.
- e. If other irregularities occur in a proposal response that is not specifically addressed herein (i.e., the Proposer places any conditions on performance of the scope of work, submits a counter proposal, etc.).

2. Proposal Modifications after Submission

- a. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to the submission date.
- b. To withdraw and/or resubmit a new proposal, follow the instructions appearing in the RFP section entitled, "Withdrawal and/or Resubmission of Proposals".

3. Withdrawal and/or Resubmission of Proposals

- a. Withdrawal deadlines

A proposer may withdraw a proposal at any time before the proposal submission deadline.

- b. Submitting a withdrawal request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Proposer.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Withdrawal RFP 03-75061 Department of Health Services Contract Management Unit 1501 Capitol Ave., Suite 71.2101 Sacramento, CA. 95814 P.O. Box 997413 MS 1403 Sacramento, CA 95899-7413	Withdrawal RFP 03-75061 Department of Health Services Contract Management Unit Fax: (916) 650-0110

- 3) **[For faxed withdrawal requests]** Proposers must call (916) 650-0100 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before DHS will return a proposal to a Proposer. DHS may grant an exception if the Proposer informs DHS that a new or replacement proposal will immediately follow the withdrawal.

- c. Resubmitting a proposal

After withdrawing a proposal, Proposers may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

4. Contract Award and Protests

- a. Contract Award

- 1) Award of the contract, if awarded, will be to the responsive and responsible Proposer, who earns the highest total score. The highest scored proposal will be determined after DHS adjusts Proposer scores for applicable bidder preferences.

- 2) DHS shall award the contract only after DHS posts a Notice of Intent to Award for five (5) working days. DHS expects to post the Notice of Intent to Award before the close of business on April 14, 2004 at 4:00 p.m. at the following location:

Department of Health Services
Contract Management Unit
1501 Capitol Avenue, First Floor Guard Station
Sacramento, CA 95814

- 3) DHS will mail or fax a written notification and/or a copy of the Notice of Intent to Award to all firms that submitted a proposal.
- 4) DHS will confirm the contract award to the winning Proposer after the protest deadline, if no protests are filed or following the Department of General Service's resolution of all protests. DHS staff may confirm an award verbally or in writing.

b. Settlement of Ties

In the event of a precise highest score tie between a certified small business and a certified DVBE, the contract will be awarded to the DVBE per Government Code Section 14838(f) et seq.

DHS will settle all other tied total scores by making an award to the Proposer who earns the highest score on their narrative proposal (e.g., Technical Proposal). If narrative proposal (e.g., Technical Proposal) scores are also tied, DHS will settle the tie in a manner that DHS determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will DHS settle a tie by dividing the work among the tied Proposers.

c. Protests

- 1) Who can protest

Any proposer who submits a proposal may file protest if the Proposer believes its proposal is responsive to all RFP requirements.

- 2) Grounds for protests

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. DHS will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the Department of General Services (DGS).

- 3) Protest Time Lines

- a) Eligible Proposers may file a first and quite brief "Notice of Intent to Protest" within five working days after DHS posts the Notice of Intent to Award.
- b) Within five calendar days after filing a "Notice of Intent to Protest", the protestant must file a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes DHS has improperly applied in awarding the contract.

4) Submitting a protest

Protests must be filed with both the Department of General Services and the Department of Health Services by April 21, 2004. You may hand deliver, mail or fax your protest.

Label, address and submit the initial protest notice and detailed protest statement using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Protest to DHS RFP 03-75061 Dept. of Health Services Contract Management Unit 1501 Capitol Ave., Suite 71.2101 Sacramento, CA. 95814 P.O. Box 997413 MS 1403 Sacramento, CA 95899-7413	Protest to DHS RFP 03-75061 Dept. of Health Services Contract Management Unit Fax: (916) 650-0110
Protest to DHS RFP 03-75061 Dept. of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street P.O. Box 989052 West Sacramento, CA 95798-9052	Protest to DHS RFP 03-75061 Dept. of General Services Office of Legal Services Fax: (916) 376-5088

For faxed Protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within one (1) calendar week of submitting the faxed protest.

Call the telephone numbers below to confirm your fax transmission:

Department of General Services	(916) 376-5080
Department of Health Services	(916) 650-0100

5. Disposition of Proposals

- a. All materials submitted in response to this RFP will become the property of the Department of Health Services and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). DHS will disregard any language purporting to render all or portions of any proposal confidential.
- b. Proposals are public records upon the posting of a Notice of Intent to Award. However, the contents of all proposals, draft RFPs, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal shall be held in the strictest confidence until the award is made. DHS shall hold the content of all working papers and discussions relating to a proposal confidential indefinitely, unless the public's interest is best served by disclosure because of its pertinence to a decision, agreement, or the evaluation of a proposal. A proposer's disclosure of this subject is a basis for rejecting a proposal and ruling the Proposer ineligible to participate further in the bidding process.

- c. DHS may return a proposal to a Proposer at their request and expense after DHS concludes the bid process.

6. Inspecting or Obtaining Copies of Proposals

- a. Who can inspect or copy proposal materials

Any person or member of the public can inspect or obtain copies of any proposal materials.

- b. What can be inspected / copied and when

- 1) After DHS releases the RFP, any existing Proposers List (i.e., list of firms to whom the RFP is sent) is considered a public record and will be available for inspection or copying.
- 2) After the Pre-Proposal Conference, the sign-in or attendance sheet is a public record and will be available for inspection or copying.
- 3) On or after DHS posts the Notice of Intent to Award, all proposals, Proposers list, conference sign-in/attendance sheet, letters of intent, checklists and/or scoring/evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

- c. Inspecting or obtaining copies of proposal materials

Persons wishing to view or inspect any proposal or award related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Rosanne Stephenson at (916) 449-5403.

Persons wishing to obtain copies of proposal materials may visit DHS or mail a written request to the DHS office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from State premises for the purposes of making copies.

Unless waived by DHS, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents** per page. DHS will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - RFP 03-75061

Department of Health Services

Chronic Disease and Injury Control / Cancer Prevention and Nutrition Section

Attn. Debra Moore

MS 7204

P.O. Box 997413

Sacramento, CA. 95899-7413

7. Verification of Proposer Information

By submitting a proposal, Proposers agree to authorize DHS to:

- a. Verify any and all claims made by the Proposer including, but not limited to verification of prior experience and the possession of other qualification requirements, and

- b. Check any reference identified by a Proposer or other resources known by the State to confirm the Proposer's business integrity and history of providing effective, efficient and timely services.

8. DHS Rights

In addition to the rights discussed elsewhere in this RFP, DHS reserves the following rights.

a. RFP corrections

- 1) DHS reserves the right to do any of the following up to the proposal submission deadline:
 - a) Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
 - b) Issue clarification notices, addenda, alternate RFP instructions, forms, etc.
 - c) Waive any RFP requirement or instruction for all proposers if DHS determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
 - d) Allow Proposers to submit questions about any RFP change, correction or addenda. If DHS allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) To reduce State costs of mailing procurement corrections to persons and entities that do not intend to bid, DHS will mail or fax written clarification notices and/or RFP addenda only to those persons and entities that submit a timely mandatory Letter of Intent.

If DHS decides, just before or on the proposal due date, to extend the submission deadline, DHS may choose to notify persons or entities who submitted a timely mandatory Letter of Intent of the extension by fax or by telephone. DHS will follow-up any verbal notice in writing by fax or by mail.

b. Collecting information from Proposers

- 1) If deemed necessary, DHS may request a Proposer to submit additional documentation during or after the proposal review and evaluation process. DHS will advise the Proposers orally, by fax or in writing of the documentation that is required and the time line for submitting the documentation. DHS will follow-up oral instructions in writing by fax or mail. Failure to submit the required documentation by the date and time indicated may cause DHS to deem a proposal nonresponsive.
- 2) DHS, at its sole discretion, reserves the right to collect, by mail, fax or other method; the following omitted documentation and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted RFP attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a Proposer.
 - d) Information/material needed to correct or remedy an immaterial defect in a proposal.

- 3) The collection of proposer documentation may cause DHS to extend the date for posting the Notice of Intent to Award. If DHS changes the posting date, DHS will advise the Proposers, orally or in writing, of the alternate posting date.
- c. Immaterial proposal defects
- 1) DHS may waive any immaterial defect in any proposal and allow the Proposer to remedy those defects. DHS reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
 - 2) DHS' waiver of an immaterial defect in a proposal shall in no way modify this RFP or excuse a Proposer from full compliance with all bid requirements.
- d. Correction of clerical or mathematical errors
- 1) DHS reserves the right, at its sole discretion, to overlook, correct or require a Proposer to remedy any obvious clerical or mathematical errors occurring in the narrative portion of a proposal, on a Cost Proposal form or on a Budget Summary Sheet.
 - 2) If the correction of an error results in an increase or decrease in the total price, DHS shall give the Proposer the option to accept the corrected price or withdraw their proposal.
 - 3) Proposers may be required to initial corrections to costs and dollar figures on the Cost Proposal form or a Budget Summary Sheets if the correction results in an alteration of the annual costs or total cost offered.
 - 4) If a mathematical error occurs in a total or extended price and a unit price is present, DHS will use the unit price to settle the discrepancy.
- e. Right to remedy errors
- DHS reserves the right to remedy errors caused by:
- 1) DHS office equipment malfunctions or negligence by agency staff,
 - 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).
- f. No contract award or RFP cancellation
- The issuance of this RFP does not constitute a commitment by DHS to award a contract. DHS reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of DHS to do so.
- g. Contract amendments after award
- As provided in the Public Contract Code governing contracts awarded by competitive bid, the DHS reserves the right to amend the contract after DHS makes a contract award.
- h. Proposed use of subcontractors and/or independent consultants
- Specific subcontract relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect DHS' right to approve personnel or staffing selections or changes made after the contract award.

i. Staffing changes after contract award

DHS reserves the right to approve or disapprove changes in key personnel that occur after DHS awards the contract.

P. Bidding Certification Clauses

1. Certificate of Independent Price Determination

a. The prospective proposer certifies that:

- 1) The prices in this bid or proposal have been arrived at independently without any consultation, communication or agreement with any other proposer, proposer or competitor for the purpose of restricting competition relating to:
 - a) The prices or costs offered,
 - b) The intention to submit a bid or proposal,
 - c) The methods or factors used to calculate the costs or prices offered.
- 2) The prices in this bid or proposal have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before the bid/cost proposal opening date or date of contract award posting, unless otherwise required by law.
- 3) No attempt has been made or will be made by the proposer to induce any other firm or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

b. Each signature appearing on the documents contained in this bid package/proposal is considered to be a certification by the signatory that the signatory:

Is the person in the proposer's organization that is either responsible for determining the prices offered in this bid or proposal and/or is designated to complete the bid or proposal forms on behalf of the bidding firm, and the signatory has not participated and will not participate in any action contrary to all subsections of paragraph a.

2. Debarment and Suspension Certification

a. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2) of this certification; and

- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5) It shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 6) It will include a clause entitled "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- b. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the program funding this contract.

3. Lobbying Restrictions and Disclosure

(This certification only applies if the resulting contract total will equal or exceed \$100,000 and the contract will be federally funded in part or whole.)

- a. The Contractor certifies, to the best of its knowledge and belief, that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The Contractor shall require that the contents of this certification be collected from the recipients of all subawards, exceeding \$100,000, at all tiers (including subcontracts, subgrants, etc.) and shall be maintained for three years following final payment/settlement of those agreements.
- b. This certification is a material representation of fact upon which reliance was placed when this contract was made and/or entered into. The making of the above certification is a prerequisite for making or entering into this contract pursuant to 31 U.S.C. 1352 (45 CFR 93). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. The Standard Form-LLL may be obtained from various federal agencies, federally sponsored World Wide Web Internet sites, DHS upon request or may be copied from Exhibit D(F) entitled, Special Terms and Conditions.

Q. Preference Programs

To confirm the identity of the highest scored responsible Proposer, DHS will adjust the total point score for applicable claimed preference(s). DHS will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services.

1. Small Business Enterprises (including Microbusinesses)

- a. Responsive and responsible California proposers claiming preference and verified as a certified small business (including microbusiness) in a relevant business type will be granted a preference of five percent (5%) of the total point score earned by the responsive and responsible proposer with highest combined score, if the highest scored proposal is submitted by a proposer that is not certified as a California small business (including microbusinesses) in a relevant business type. The “service” category or business type will most likely apply to this procurement.
- b. To be certified as a “small business” (including a microbusinesses) and eligible for a bidding preference the business concern must:
 - 1) Have requested the status of small business and/or microbusiness and become certified by the appropriate office of the Department of General Services (DGS) [formerly referred to as Office of Small Business Certification and Resources] as a small business no later than 5:00 p.m. on the proposal submission deadline.
 - 2) Not be dominant in its field of operations,
 - 3) Be independently owned and operated,
 - 4) Have its principal office located in California,
 - 5) Have its owners (or officers in the case of a corporation) domiciled in California,
 - 6) Together with its affiliates be either:
 - a) A non-manufacturer with 100 or fewer employees and average annual gross receipts of ten million dollars or less over the previous three years, or
 - b) A manufacturer with 100 or fewer employees.
- c. Firms desiring small business and/or microbusiness certification must obtain a Small Business Certification Application (STD 813) from the appropriate office of the Department of General Services [formerly Office of Small Business Certification and Resources (OSBCR)], fully complete the form, and return it to the Department of General Services as instructed. Bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 or (800) 559-5529 (live operator), or
 - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: osbcrhelp@dgs.ca.gov

2. Target Area Contract Preference Act (TACPA) and Enterprise Zone Act

- a. Government Code (GC) section 4530 (TACPA) and GC section 7070 (EZA) provide that California based companies shall be granted a 5% preference, not to exceed a maximum of \$50,000, whenever a state agency prepares a solicitation for **services** in excess of \$100,000. The preference(s) shall apply if the worksite is not fixed by the government

- agency and the company can demonstrate and certify, under the penalty of perjury, that at least 90 percent of the total labor hours required to perform the services contract shall be performed at an identified worksite located in a distressed area (TACPA) or enterprise zone (EZA).
- b. Additional work force preferences ranging from 1% to 4% can be earned by eligible proposers that agree to hire 5% to 20% of persons with a high risk of unemployment or those living in a targeted employment area or that are enterprise zone eligible to perform a specified percentage of the contract work.
 - c. Proposers seeking TACPA and/or EZA preference must submit a completed STD 830 - Target Area Contract Preference Act Request (**Attachment 9**) or a STD 831 - Enterprise Zone Act (EZA) Preference Request (**Attachment 10**) with their proposal. The preference request form must include the following:
 - 1) All appropriate certifications. (TACPA and EZA)
 - 2) The proposing firm's name and the name of all suppliers and subcontractors that will work with the proposer to fulfill the terms of the contract along with the addresses of each of the worksite(s) and estimated labor hours. (TACPA and EZA)
 - 3) County census tract number and block group number. (TACPA)
 - 4) Enterprise zone name(s). (EZA)
 - 5) Proposer's original signature. (TACPA and EZA)
 - d. TACPA and/or EZA preference cannot be claimed or granted if:
 - 1) The lowest responsible proposed cost does not equal or exceed \$100,000 for the entire term, **or**
 - 2) The work site or any part thereof is fixed or preset by the State, **or**
 - 3) The services involve construction or a public works project.
 - e. A proposer who has claimed a TACPA and/or EZA preference and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided the preference was granted in obtaining the contract. Firms receiving preference must:
 - 1) Report their labor hours to the State and
 - 2) Reference the state contract on which the award is based for the specific reporting requirements.
 - f. Proposers wishing to learn more about TACPA and/or EZA requirements, designated work site(s) or enterprise zones in California should contact the appropriate office of the Department of General Services (formerly known as OSBCR) at (916) 375-4940. DGS will attempt to determine TACPA and/or EZA eligibility within two working days.

3. Combined Preferences

The maximum preference or cost reduction that any proposer may be granted for small business, TACPA and EZA preference combined is 15% or \$100,000, whichever is less.

Any firm that claims and is granted EZA and/or TACPA preference cannot displace an award to a certified small business (including microbusiness).

R. Contract Terms and Conditions

The winning Proposer must enter a written contract that may contain portions of the Proposer's proposal (i.e., Budget Detail Work Sheets, Work Plan), Scope of Work, standard contract provisions, the contract form, and the exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting contract.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A Proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause DHS to deem a Proposer non-responsible and ineligible for an award. DHS reserves the right to use the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between DHS and the winning Proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, DHS will not accept alterations to the General Terms and Conditions (GTC), DHS' Special Terms and Conditions, the Scope of Work, other exhibit terms/conditions, or alternate language that is proposed or submitted by a prospective contractor. DHS may consider a proposal containing such provisions "a counter proposal" and DHS may reject such a proposal as nonresponsive.

1. Sample Contract Forms / Exhibits

Exhibit Label	Exhibit Name
a. Exhibit A1	Standard Agreement (1 page)
b. Exhibit A	Scope of Work (23 pages)
c. Exhibit B	Budget Detail and Payment Provisions (4 pages)
d. Exhibit C - View on-line.	General Terms and Conditions (GTC 103). View or download this exhibit at this Internet site http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
e. Exhibit D(F)	Special Terms and Conditions (26 pages)
f. Exhibit E	Additional Provisions (5 pages)

Exhibit Label	Exhibit Name
g. Exhibit F	Contractor's Release (1 page)
h. Exhibit G	Travel Reimbursement Information (2 pages)
i. Exhibit H	Resumes (1 page)

2. Unanticipated Tasks

In the event unanticipated or additional work must be performed that is not identified in this RFP, but in DHS' opinion is necessary to successfully accomplish the scope of work, DHS will initiate a contract amendment to add that work. All terms and conditions appearing in the final contract including the salary/wage rates, unit rates and/or other expenses appearing on the Proposer's Budget Summary Sheets will apply to any additional work.

3. Resolution of Language Conflicts (RFP vs. final agreement)

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

RFP Attachments

Proposal Cover Page

Name of Bidding Firm *(Legal name as it will appear on the contract)*

Mailing Address *(Street address, P.O. Box, City, State, Zip Code)*

Person authorized to act as the contact for this firm in matters regarding this proposal:

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

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Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

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(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this bid on behalf of the Board:

Printed Name *(First, Last)*:

Title:

Signature of Bidder or Authorized Representative

Date:

Required Attachment / Certification Checklist

Qualification Requirements. I certify that my firm meets the following requirements:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm possesses at least three consecutive years of experience of the various service types listed in Item 1 of the RFP section entitled, "Qualification Requirements." That experience occurred within the past five years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions and contract exhibits addressed in the RFP section entitled, "Contract Terms and Conditions".	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) My firm is qualified to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has complied with the DVBE actual participation and/or good faith effort requirements as instructed in the DVBE Instructions / Forms (Attachment 8). [Check N/A if your total bid is under \$10,000.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm will supply, before contract execution, proof of self-insurance or copies of insurance certificates showing proof of general liability and/or automobile liability insurance as stipulated in Item 8 of the RFP section entitled, "Qualification Requirements".	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm will contain its indirect costs at a percentage rate not to exceed 26% of total direct costs less rent, subcontractors and equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has no conflict of interest and has submitted the required certification and documentation necessary to prove this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Technical Proposal format and content.		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm complied with the Technical Proposal format requirements and my firm submitted one original Technical Proposal and twelve (12) copies. My proposal is assembled in the following order:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Proposal Cover Page (Attachment 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Table of Contents	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Executive Summary section (4 pages or less)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Agency Capability section (6 pages or less)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Work Plan section (no page restrictions) Attachment 11	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Management Plan section (5 pages or less)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Project Personnel section (5 pages or less)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Facilities and Resources section (2 pages or less)	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Continued on next page)

Attachment 2
Required Attachment / Certification Checklist

Cost section with the following documentation:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Audience Diversity section (4 pages or less)	
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Creative Samples section (3 samples)	
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 12, Cost Proposal form. Form is signed. Corrections, if any, have been initialed. All cost figures have been double-checked for accuracy.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 13, Budget Summary Sheet (Year 1).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 14, Subcontractor Budgets (Year 1). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 15, Budget Summary Sheet (Year 2).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 16, Subcontractor Budgets (Year 2). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 17, Budget Summary Sheet (Year 3).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 18, Subcontractor Budgets (Year 3). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 19, Budget Summary Sheet (Year 4).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 20, Subcontractor Budgets (Year 4). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Required cost justification and documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix section with the following documentation:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) Copy of a Certificate of Status issued by California's Office of the Secretary of State or a printout of a downloaded copy of the firm's <u>active</u> on-line status information from the California Business Portal website. Explain if the required document cannot be attached. [Check "N/A" if not a corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) An IRS determination letter proving my firm's eligibility to claim nonprofit and/or tax exempt status. [Check "N/A" if you are not claiming nonprofit status.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	An organization chart.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Copies of financial statements for the past two years or most recent 24-month period (i.e., annual income statements and quarterly/annual balance sheets).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes of the Proposer's professional staff (i.e., managers, supervisors, technical experts) who will play a major administrative, policy or consulting role in carrying out the project work.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes for each pre-identified subcontractor or independent consultant, if any, which will serve a major role in performing the services. [Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Letters of agreement, signed by each pre-identified subcontractor and independent consultant or applicable explanation. [Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Proof that no prohibited conflicts of interest exist via Attachment X with applicable documentation. [Cite the attachment number.]	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Attachment 2
Required Attachment / Certification Checklist

Form section with the following attachments / forms:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2, Required Attachment / Certification Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 3, Proposer Information Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4, Proposer References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5, RFP Clause Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6, CCC 103 - Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7, Payee Data Record. [Check "N/A" if you have had a prior contract with DHS.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Actual DVBE Participation (Attachment 8a) and DVBE certifications for each subcontractor or supplier listed. Complete this form according to the instructions in Attachment 8 if you attained partial or a full 3% DVBE participation. [Indicate "N/A" if you achieved zero participation and chose to complete the good faith effort form or indicate "N/A" if the proposed cost for the entire contract term is <u>under \$10,000.</u>]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Good Faith Effort (Attachment 8b) and applicable GFE documentation. Complete this form if you did not attain a full 3% DVBE participation. [Check "N/A" if you achieved a full 3% DVBE participation and submitted Attachment 8a or check "N/A" if the proposed cost for the entire contract term is <u>under \$10,000.</u>]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9, Target Area Contract Preference Act Request. [Check "N/A" if you are not applying for TACPA preference.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 10, Enterprise Zone Act (EZA) Preference Request. [Check "N/A" if you not applying for EZA preference.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Firm:		
Printed Name/Title:		
Signature	Date:	

Proposer Information Sheet

Our inclusive cost proposal is attached. A signature affixed hereon and dated certifies compliance with all bid requirements. Our signature authorizes the State to verify the claims made on this certification.

Name of Firm:		CA Corp. No. (If applicable)		Federal ID Number	
Name of Principal (If not an individual):		Title:		Telephone Number	
Fax Number		City		State	Zip Code

Type of Business Organization / Ownership (Check all that apply)

Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Joint venture <input type="checkbox"/> Association	Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> For Profit <input type="checkbox"/> Private <input type="checkbox"/> Public	Governmental <input type="checkbox"/> City/County, California State Agency, Federal Agency, State (other than California) <input type="checkbox"/> Other: _____	Other Type of Entity <input type="checkbox"/> Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency <input type="checkbox"/> Auxiliary College Foundation <input type="checkbox"/> _____
--	--	--	---

California Certified Small Business Status <input type="checkbox"/> N/A <input type="checkbox"/> Microbusiness <input type="checkbox"/> Small business <input type="checkbox"/> Certified By DGS Certification No: _____ Expiration Date: _____			
---	--	--	--

If certified, attach a copy of certification letter.	If an application is pending, date submitted to DGS: _____
--	--

Small Business Type (If applicable) <input type="checkbox"/> N/A <input type="checkbox"/> Services <input type="checkbox"/> Non-Manufacturer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Contractor (Construction Type): _____ <input type="checkbox"/> Contractor's License Type: _____			
---	--	--	--

Veteran Status of Business Owner <input type="checkbox"/> N/A <input type="checkbox"/> Disabled Veteran Certified by DGS Certification No. _____ Expiration Date: _____	
---	--

If certified, attach a copy of certification letter.	If an application is pending, date submitted to DGS: _____
--	--

Disadvantaged Business Enterprise Status: <input type="checkbox"/> N/A <input type="checkbox"/> Approved by the Cal Trans, Office of Civil Rights. Certification number issued by Cal Trans: _____ Expiration Date: _____	
--	--

Race/Ethnicity of Business Owner <input type="checkbox"/> N/A		
Owner's Ethnicity (check one) <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Pacific-Asian <input type="checkbox"/> Other _____	Owner's Race (check one) <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other _____	If Asian or Native Hawaiian or Pacific Islander (check one): <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other _____

Sex of Business Owner <input type="checkbox"/> N/A (Not independently owned) <input type="checkbox"/> Male <input type="checkbox"/> Female

Indicate applicable licenses and/or certifications possessed: <input type="checkbox"/> N/A	
Contractor's State Licensing Board	PUC License Number CAL-T-_____
Required Licenses/Certifications (If applicable)	

Signature	Date Signed
------------------	--------------------

Printed/Typed Name	Title
---------------------------	--------------

Public Records Information

The above information is required for statistical and/or bidding purposes. Completion of this form is mandatory. This information will be made public upon award of the contract and will be supplied to DHS' Contract Management Unit, Department of General Services and possibly other public agencies. To access your contract related records, contact the Contract Management Unit, 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413, telephone number (916) 650-0100.

Proposer References

List 3 clients served in the past 5-years for which you provided similar services. List the most recent first.

REFERENCE 1

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		

Brief description of service provided

REFERENCE 2

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		

Brief description of service provided

REFERENCE 3

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		

Brief description of service provided

If three references cannot be provided, explain why:

RFP Clause Certification

I, the official named below, Certify Under Penalty of Perjury that I am duly authorized to legally bind the prospective Contractor to the certification clauses located in the RFP section entitled, "Bidding Certification Clauses". This certification is made under the laws of the State of California.

Name of Bidding Firm (Printed)	Federal ID Number
By (<i>Authorized Signature</i>)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

CCC 103 – CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug- Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against

Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be taken into account when determining the award of future contracts with the State for legal services.

This page is a place holder for the Payee Data Record (STD 204)

Download the current STD 204 from the Intranet at:
<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

When you insert the STD 204 make sure the margins are set in such a way that the whole form fits each page.

To do this, it may be necessary to insert a continuous page break before and after the STD 204 form.

Inserting a continuous break allows you to change the margins in only one section of a document.

This page is a place holder for the DVBE Forms/ Instructions

Download the current DVBE forms and instructions (DHS 2349) from the Intranet at:

<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

This form was recently revised. If you will finalize your bid document around February 20, 2002 and need to include this form, check the Contracts forms site and to see if the newest version is available to download.

Only minor corrections were made to this form primarily due to DGS altering the address, telephone numbers, and OSBCR program name.

This page is a place holder for the TACPA Request form STD 830.

Download the current Target Area Contract Preference Act Request from the Intranet at:
<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>.]

This form was recently revised. If you will finalize your bid document around February 20, 2002 and need to include this form, check the Contracts forms site and to see if the newest version is available to download.

This page is a place holder for the EZA Request form STD 831.

Download the current Enterprise Zone Act Preference Request from the Intranet at:

<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

This form was recently revised. If you will finalize your bid document around February 20, 2002 and need to include this form, check the Contracts forms site and to see if the newest version is available to download.

Contractor's Name _____

Contract Number _____

Work Plan

Goal 1:			
Major Objectives / Activities	Responsible Party	Timeline	Performance Measure / Deliverables
Objective 1:			
Activity 1.1			1.1
Activity 1.2			
Activity 1.3			1.2
Activity 1.4			1.3
			1.4
Objective 2:			
Activity 2.1			2.1
Activity 2.2			2.2

Contractor's Name _____

Contract Number _____

Work Plan

<i>Major Objectives / Activities</i>	<i>Responsible Party</i>	<i>Timeline</i>	<i>Performance Measure / Deliverables</i>
Activity 2.3			2.3
Activity 2.4			2.4
Activity 2.5			2.5
Objective 3:			
Activity 3.1			3.1
Activity 3.2			3.2
Activity 3.3			3.3

Contractor's Name _____

Contract Number _____

Work Plan

Major Objectives / Activities	Responsible Party	Timeline	Performance Measure / Deliverables
Objective 4:			
Activity 4.1			4.1
Activity 4.2			4.2
Objective 5:			
Activity 5.1			5.1
Activity 5.2			5.2
Activity 5.3			5.3
Activity 5.4			5.4

Contractor's Name_____

Contract Number_____

Work Plan

Major Objectives / Activities	Responsible Party	Timeline	Performance Measure / Deliverables
Objective 6:			
Activity 6.1 Activity 6.2			6.1 6.2
Objective 7:			
Activity 7.1 Activity 7.2			7.1 7.2

Cost Proposal form

The undersigned proposer hereby agrees to furnish all labor, transportation, equipment, materials and support services necessary for performance of the Scope of Work for the sums indicated below:

Year 1	\$		(5/01/04 – 9/30/04)
Year 2	\$		(10/1/04 – 9/30/05)
Year 3	\$		(10/1/05 – 9/30/06)
Year 4	\$		(10/1/06 – 4/30/07)
Grand Total	\$		(5/1/04 – 4/30/07)

Is the proposer claiming preference as a certified California small business or microbusiness? ☐ Yes ☐ No

Is the proposer claiming TACPA preference? ☐ Yes ☐ No

Is the proposer claiming EZA preference? ☐ Yes ☐ No

The undersigned proposer hereby affirms that the statements/claims made in the Technical/Cost Proposal are true and accurate to the best of the proposer's knowledge. By signing this Cost Proposal, the proposer hereby claims his/her willingness to certify to and comply with all requirements contained in this RFP and all RFP attachments/forms. The undersigned recognizes that its Technical and Cost Proposal shall become public records upon submission and will be open to public inspection.

Name of Firm:

Street address

City/State	Zip Code:
------------	-----------

Telephone number: ()

Facsimile number:

Printed name:	Title:
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Signature:	Date:
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BUDGET SUMMARY SHEET (Year 1)

Period from: **May 1, 2004 to September 30, 2004**

	In-House	Subcontract	Identify Commission or mark-up (%) or no charge	*Indirect Costs	Total
A. Media and Advertising Plan					
B. Production and Distribution					
C. Public Relations/Media Advocacy					
D. Training Plan					
E. Resources- <i>Nutrition Network</i> Local Incentive Award Channels					
F. Account Management					
G. Evaluation					
TOTAL					

Subcontractor Budgets

(Year 1)

(5/1/04 – 9/30/04)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Copy this format or use a similar one and use as many sheets as are necessary.

BUDGET SUMMARY SHEET (Year 2)

Period from: **October 1, 2004 to September 30, 2005**

	In-House	Subcontract	Identify Commission or mark-up (%) or no charge	*Indirect Costs	Total
A. Media and Advertising Plan					
B. Production and Distribution					
C. Public Relations/Media Advocacy					
D. Training Plan					
E. Resources- <i>Nutrition Network</i> Local Incentive Award Channels					
F. Account Management					
G. Evaluation					
TOTAL					

Subcontractor Budgets
(Year 2)
(10/1/04 – 9/30/05)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

- Copy this format or use a similar one and use as many sheets as are necessary.

BUDGET SUMMARY SHEET (Year 3)

Period from: **October 1, 2005 to September 30, 2006**

	In-House	Subcontract	Identify Commission or mark-up (%) or no charge	*Indirect Costs	Total
A. Media and Advertising Plan					
B. Production and Distribution					
C. Public Relations/Media Advocacy					
D. Training Plan					
E. Resources- <i>Nutrition Network</i> Local Incentive Award Channels					
F. Account Management					
G. Evaluation					
TOTAL					

Subcontractor Budgets
(Year 3)
(10/1/05 – 9/30/06)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

- Copy this format or use a similar one and use as many sheets as are necessary.

BUDGET SUMMARY SHEET (Year 4)

Period from: **October 1, 2006 to April 30, 2007**

	In-House	Subcontract	Identify Commission or mark-up (%) or no charge	*Indirect Costs	Total
A. Media and Advertising Plan					
B. Production and Distribution					
C. Public Relations/Media Advocacy					
D. Training Plan					
E. Resources- <i>Nutrition Network</i> Local Incentive Award Channels					
F. Account Management					
G. Evaluation					
TOTAL					

Subcontractor Budgets
(Year 4)
(10/1/06 – 4/30/07)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel excluding benefits)

**Cannot exceed ___%.

TOTAL**Totals**

\$

\$

\$

\$

\$

\$

- Copy this format or use a similar one and use as many sheets as are necessary.

Mandatory Letter of Intent

Purpose	This is a non-binding Letter of Intent whose purpose is to assist DHS in determining the staffing needs for the proposal evaluation process and to improve future procurements.
Information requested	DHS is interested in knowing if your firm intends to submit a proposal or your reasons for not submitting a proposal. Completion of this form is mandatory.
Action to take	Indicate your intention to submit a proposal by checking items 1 or 2 below. Follow the instructions below your selection.

1. ☐ **My firm intends to submit a proposal.**

- A. Check box number 1 if the above statement reflects your intention.
- B. Complete the bottom portion of this form and return it to DHS as instructed in the RFP section entitled, "Letter of Intent".

2. ☐ **My firm does not intend to submit a proposal for this project.**

- A. Check box number 2 if the statement in item 2 reflects your intention.
- B. Indicate your reason(s) for not submitting a proposal by checking any of the following statements that may apply.

- ☐ My firm lacks sufficient staff expertise or personnel resources to meet the requirements.
- ☐ My firm lacks sufficient experience (i.e., not enough or wrong type).
- ☐ My firm believes the qualification requirements are too restrictive.
- ☐ Not enough time was allowed for proposal preparation.
- ☐ Too much paperwork is required to prepare a proposal response.
- ☐ Other commitments and projects have a greater priority.
- ☐ My firm did not learn about the contract opportunity soon enough.
- ☐ My firm does not provide the full range of services that DHS is seeking.
- ☐ My firm is only interested in becoming a subcontractor, consultant or supplier.
- ☐ My firm cannot meet the DVBE requirements - we do not wish to subcontract any work out.
- ☐ Too much effort and/or paper work is required to meet California DVBE requirements.
- ☐ Insufficient time was allowed for DVBE compliance.
- ☐ Other reason: _____
- _____
- _____

- C. Complete the bottom portion of this form and return it to DHS as instructed in the RFP section entitled, "Letter of Intent".
- D. By indicating that you do not intend to submit a proposal, DHS may elect not to send your firm RFP clarification notices, RFP addenda, proposer questions and answers, or other procurement notices.

Name of Firm: _____

Printed Name/Title: _____

Signature: _____

Date: _____

Attachment 22
Conflict of Interest Compliance Certificate

- A. DHS intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHS reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. Either of the following instances would be considered a "conflict of interest", including, but not limited to:
1. An instance where the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractors is currently involved with Cancer Prevention and Nutrition Section of DHS in either a contracting or decision making capacity and/or engaging in the exchange of information.
 2. An instance where the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractors holds a position of interest, financial or otherwise, which would allow use or disclosure of information obtained while performing services for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
- C. If DHS is aware of a known or suspected conflict of interest, the proposer or Contractor will be given an opportunity to submit additional information or to resolve the conflict. A proposer or Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS and cannot be resolved to the satisfaction of DHS, before or after the award of the contract, the conflict will be grounds for the proposal to be deemed nonresponsive and/or termination of the contract.
- D. The proposer shall place this Certificate in the Appendix Section of its proposal response. This Certificate shall bear the original signature of an official or employee of the proposer who is authorized to bind the proposer.
- E. This Certificate will be incorporated into the contract, if any, awarded from this RFP. It is understood that this requirement shall be in effect for the entire term of the contract. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to DHS prior to approval of the subcontractor by DHS.
- F. The Contractor and each subcontractor shall notify DHS, Cancer Prevention and Nutrition Section at P.O. Box 942732, MS 7204, Sacramento, California 94237-7320 within ten working days of any change to the information provided on this Certificate.
- G. DHS' determination of a suspected or potential conflict of interest will be based on all of the proposer's business affiliations and contractual relationships. If the proposer or any of its subsidiaries or its parent company is in any way connected to or involved with Cancer Prevention and Nutrition Section (DHS) and/or engaged in the exchange of information, the proposer will be deemed to have a potential conflict of interest.

If the proposer has a suspected or potential conflict of interest, the proposer shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect DHS, and procedures to guard against the existence of an actual Conflict of Interest.

The undersigned hereby affirms that: (check one)

- ☐ The statements above have been read and that no conflict of interest exists that would jeopardize the ability of the proposer/Contractor to perform free from DHS influence.
- ☐ A suspected or potential conflict of interest does exist, and additional information (as described B.3. above) is attached along with a plan to address the possible conflict of interest.

Signed: _____ **Title:** _____ **Date:** _____

Type or Print Name of Authorized Representative: _____

Contract Exhibits

This is a place holder for the Standard Agreement STD 213 which you can download at:

<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

Always download the most current version. This form was updated in November or December 2001.

EXHIBIT A
SCOPE OF WORK

1. Contractor agrees to provide to the Department of Health Services (DHS) the services described herein.

The Contractor shall provide comprehensive media, advertising, and public relations activities to support the larger, multilevel social marketing campaign which includes the *California Nutrition Network for Healthy, Active Families* and the *California 5 a Day Campaigns*.

2. The services shall be performed at various statewide facilities accessible to the Contractor.
3. The services shall be provided during normal contractor working hours, Monday through Friday, excluding national holidays.
4. The project representatives during the term of this agreement will be:

Department of Health Services Project Manager: David Ginsburg Telephone: (916) 449-5416 Fax: (916) 449-5414	Contractor Name of Contractor's Project Manager [TBD] Telephone: [TBD] Fax: [TBD]
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Direct all inquiries to:

Department of Health Services Cancer Prevention and Nutrition Section Attention: Rosanne Stephenson 1616 Capitol Avenue, Suite 74.516, MS 7204 P.O. Box 942732 Sacramento, CA, 94234-7320 Telephone: (916) 449-5403 Fax: (916) 449-5414	Contractor Section or Unit Name (if applicable) [TBD] Attention: [TBD] Street address [TBD] P.O. Box Number [TBD] City, State, Zip Code [TBD] Telephone: [TBD] Fax: [TBD]
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Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Contractor's Project Manager

The Contractor designates _____ as Project Manager. The Project Manager is responsible for assuring that the terms and conditions of this agreement are met. Any replacement Project Manager must be approved by the DHS/CPNS Project Director prior to the replacement Project Manager's beginning work under this agreement. The Contractor shall notify DHS/CPNS in writing within 10 working days of a desired change of Project Manager.

6. DHS Project Director

David Ginsburg is the designated Project Director for DHS/CPNS. DHS reserves the right to replace the Project Director at any time and shall notify the Contractor in writing within 30 calendar days of replacement.

EXHIBIT A SCOPE OF WORK

7. Project Oversight

- A. Contractor shall provide services in the Scope of Work (SOW), in the manner specified in the SOW regarding approval by DHS of work plans.
- B. DHS/CPNS shall at all times maintain control and direction over the SOW being performed under this agreement. DHS reserves the right to change the SOW and to adjust specific tasks within the SOW to be performed by the Contractor. Changes and revisions to the SOW under this agreement shall be by a written amendment to this agreement, according to the procedures in provision 2 of Exhibit E, which is mutually agreeable to the Contractor and DHS/CPNS.

8. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- A. This provision replaces and supersedes provision 5 of Exhibit D(F).
- B. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph B(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) The State may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a. A local governmental entity or the federal government,
 - b. A State college or university from any State,
 - c. A Joint Powers Authority,
 - d. An auxiliary organization of a California State University or a California Community college,
 - e. A foundation organized to support the Board of Governors of the California Community Colleges,
 - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g. Entities of any type that will provide subvention aid or direct services to the public.
 - h. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>,
 - i. Other academic institutions of higher education, or consortia of academic institutions of higher education (including private universities and educational institutes),
 - j. Entities whose name and budgeted costs have been submitted to DHS in response to a competitive Invitation for Bid or Request for Proposal.
 - 4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- C. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority.

EXHIBIT A
SCOPE OF WORK

- 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph B(3) herein, DHS shall:
 - a. Obtain approval from the Department of General Services to use said subcontracts, or
 - b. If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - c. Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
 - 2) When the conditions of C(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph B(3) herein, shall not commence work before DHS has obtained applicable prior approval to use said subcontractor. DHS shall inform the Contractor when DHS has obtained appropriate approval to use said subcontractors.
- D. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- 1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- E. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- F. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- G. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- H. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- I. When entering into a consulting service agreement with DHS, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
- 1) Budget detail format and submission requirements will be determined by DHS.
 - 2) Methods of including budget detail in this agreement, if applicable, will be determined by DHS.
 - 3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.

EXHIBIT A SCOPE OF WORK

J. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.

K. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

L. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

M. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the applicable numbered provisions of this exhibit.

9. Work Orders

A. Work orders are the detailed descriptions of services and deliverables to be provided pursuant to this agreement and a comprehensive plan, budget, and timeline for providing each service or deliverable. The Contractor shall perform the services specified in the SOW according to the procedures in this paragraph. DHS/CPNS shall notify the Contractor of each service or deliverable required under the Scope of Work. Under direction from, or request from, the Project Director or his/her designee, the Contractor shall develop a work order for each service or deliverable, including any service or deliverable to be completed in whole or in part by a subcontractor. The work order shall include at a minimum the following:

- 1) A detailed description of the services and deliverables to be provided;
- 2) Whether any service or deliverable will be provided by a subcontractor;
- 3) The target audience to which the service or deliverable is directed;
- 4) A timeline for completion of the service or deliverable;
- 5) A detailed work order budget with costs based on changes outlined in the Contractor's cost proposal, including any mark-ups and commissions to be charged;
- 6) An estimate of any ongoing talent costs or expenses which would be necessary to maintain the deliverable and preserve its availability for use;
- 7) A unique work order number.

B. For purposes of this agreement, "deliverables" shall include, but not be limited to, the following: radio and TV advertisements, public service announcements, print advertisements, photographs, art work, media placement, outdoor advertisements, news release packets, educational materials, data, pamphlets, brochures and collateral, information kits, media planners, and public relations projects such as news conferences, promotions, and any other products or materials delivered during the term of this agreement.

**EXHIBIT A
SCOPE OF WORK**

- C. The Project Director or his/her designee shall review the Contractor's proposed work order and may require the Contractor to revise portions or all of the proposed work order to the satisfaction of the Project Director. Project Director and the Contractor shall consult and negotiate in good faith to reach agreement on work orders. If agreement on a work order is not reached, the Contractor shall proceed with work orders as directed by the Project Director, subject to provision 15 of Exhibit D(F).
- D. The Project Director's or his/her designee's signature approval of the work order shall constitute the Contractor's authorization to provide the work order's service or deliverable under this agreement. Approved work orders shall automatically and without need for any amendment to the agreement become part of this agreement, and, as such, the terms and conditions of this agreement shall apply to the services performed under these work orders. The Project Director may require changes to approved work orders without a formal amendment to the agreement, provided that such changes do not exceed the SOW. In no case shall approval of a work order be construed as approval to receive reimbursement above the maximum amounts payable stated in provision 4(A), Exhibit B.
- E. The Project Director or his/her designee may cancel a work order in whole or in part for any reason and at any time, including after it has been approved. Cancellation shall occur if DHS no longer desires the service(s) or deliverables(s) to be provided and produced according to the work order because of program changes or lack of funding. The Project Director or his/her designee shall notify the Contractor in writing whenever a work order is cancelled and shall negotiate in good faith with the Contractor to determine the payment for any work completed under the work order prior to cancellation. If agreement on a payment amount is not reached, the Contractor shall be paid as determined by the Project Director, subject to provision 15 of Exhibit D (F).

10. Progress Reports

- A. The Contractor shall submit semi-annual progress reports in duplicate to the Contract Manager in the format prescribed by the State. The progress reports shall describe progress made in completing contract deliverables, problems encountered, and solutions proposed.
- B. Progress report periods and due dates are:

Report Period	Due Date
05/01/04 – 09/30/04	10/30/04
10/01/04 – 03/31/05	04/30/05
04/01/05 – 09/30/05	10/30/05
10/01/05 – 03/31/06	04/30/06
04/01/06 – 09/30/06	10/30/06
10/01/06 – 03/31/07	04/30/07

- C. If the State does not receive complete and accurate progress reports by the required dates, further payments to the Contractor may be suspended until complete and accurate reports are received.

EXHIBIT A SCOPE OF WORK

11. Contractor Requirements

The Contractor shall comply with the following requirements:

- A. Submit any news release related to this contract to the State for review prior to its release.
- B. Contractor shall ensure that the California Department of Health Services (CDHS) and the U.S. Department of Agriculture (USDA) are clearly identified as a sponsor or support organization on all published material relating to the contract.
- C. When producing audio and/or visual materials, not previously developed, the Contractor will acknowledge CDHS and USDA support in the following manner:

English

Sponsored by the California Department of Health Services and funded by U.S. Department of Agriculture Food Stamp Program.

Spanish

Patrocinado por el Departamento de Servicios de Salud de California y auspiciado por el Departamento de Agricultura de los Estados Unidos Programa de Cupones de Alimentos.

For TV or Radio public service announcements the Contractor will acknowledge CDHS and USDA in the following manner:

English

Brought to you by the California Department of Health Services, funded by the U.S. Department of Agriculture Food Stamp Program.

Spanish

Un mensaje del Departamento de Servicios de Salud de California, fundado por el Departamento de Agricultura de los Estados Unidos Programa de Cupones de Alimentos.

- D. The CDHS' and USDA's name shall be placed prominently on all other products generated by the Contractor as a result of the contract, with appropriate credit given for funding.
- E. The Contractor agrees to abide by the guidelines set for usage of the *Network* mark. Guidelines will be sent to the Contractor as a Program Letter.
- F. The Contractor agrees to cooperate with the State by participating in statewide meetings and site visits, as the State Contract Manager may deem necessary.
- G. The Contractor agrees to cooperate with the State in the collection of data related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by the State. Data shall include, at a minimum, demographic description of the population served and items to measure program effectiveness.
- H. The Contractor agrees to cooperate with the State in the review and, when appropriate, the field testing of statewide evaluation instruments and newly developed educational materials.

See the following pages for a detailed description of the services to be performed.

EXHIBIT A SCOPE OF WORK

Note: This proposer's scope of work represents the minimum activities expected during the course of the three-year contract. Revisions can be offered by bidders.

<p>Goal 1. Develop a strategic communications plan for CPNS based on the section's primary long-term goal of preventing chronic diseases among low income Californians and the section's three main objectives for achieving that goal: (1) increasing fruit and vegetable consumption to 5-9 servings each day; (2) increasing physical activity to 30 minutes each day for adults and 60 minutes each day for children; and (3) decreasing rates of food insecurity, primarily by increasing access to healthy lifestyles and encouraging participation in federal nutrition assistance programs. One of the primary outcomes is the development of core messages that can be the foundation of advertising and public relations activities, that resonate with and engage specific target audience segments, and that are complementary and integrated across campaigns and programs.</p>		
Major activities	Timeline	Key deliverables
Activity 1.1 Develop a detailed schedule and provide responsible agency (prime and/or subcontractor) parties for accomplishing activities 1.2-1.8.	By May 31, 2004.	Detailed schedule of all strategic communications planning activities with responsible agency parties identified.
Activity 1.2 Facilitate up to 10 meetings/teleconferences with CPNS communications, policy, research, program staff and representatives from funded community-based organizations (media advisory team) involved in each of the three objectives for information related to CPNS programs, issues and messages.	By July 31, 2004.	Detailed summary reports to include: topics discussed and recommended action items due within three working days of each meeting/teleconference.
Activity 1.3 In conjunction with CPNS, conduct an annual environmental scan to determine the external and internal issues that affect the impact of CPNS messages. The scan must be updated as new information becomes available. It must also account for the messages of national partners (e.g., the National 5 A Day Program, National Cancer Institute, USDA, Centers for Disease Control) when available.	July 31, 2004 July 31, 2005 July 31, 2006	Final environmental scan report to include: Complete analysis of current message environment and emerging trends related to nutrition, physical activity and food security, including barriers and opportunities for increasing the effectiveness of CPNS messages. Updates provided as necessary.
Activity 1.4 Draft strategic communications plan for CPNS review and feedback.	By July 31, 2004.	Draft plan that includes specific communications strategies, rationales, potential challenges, desired outcomes, target audiences, core messages, the research

**EXHIBIT A
SCOPE OF WORK**

		foundations for those messages and recommended delivery methods (e.g., advertising, public relations, collateral material, Web sites).
Activity 1.5 Test proposed core messages with target audiences (10-15 individuals per objective) and select CPNS funded local community-based organizations (2-5 organizations per objective) involved in each of the three objectives.	By July 31, 2004.	Reports on message test methods, insights gained and recommended changes to draft strategic communications plan.
Activity 1.6 Finalize strategic communications plan based on evaluation results.	By July 31, 2004.	Final strategic communications plan in both hard copy and electronic format compatible with the PC version of Microsoft Word.
Activity 1.7 Utilize strategic communications plan in developing advertising and public relations activities.	As necessary.	N/A
Activity 1.8 Revisit and refine the strategic communications plan on an annual basis.	By July 31, 2005, and July 31, 2006.	Revised strategic communications plan, if necessary.
Goal 2. Develop creative concepts for television, radio, out-of-home, print, direct mail and other advertisements that are based on the strategic communications plan developed as part of Goal 1 and that support CPNS's three primary objectives for achieving that goal which are: (1) increasing fruit and vegetable consumption to 5-9 servings each day; (2) increasing physical activity to 30 minutes each day for adults and 60 minutes each day for children; and (3) decreasing rates of food insecurity, primarily by increasing access to healthy lifestyles and encouraging participation in federal nutrition assistance programs. Produce ads. Develop and execute media plans. Evaluate all advertising efforts.		
Major activities	Timelines	Key deliverables
Activity 2.1 Develop a detailed schedule and provide responsible agency parties for accomplishing activities 2.2-2.19.	By May 31, 2004.	Detailed schedule of all advertising activities including but not limited to the activities described in 2.2 – 2.19 with responsible agency parties identified.
Activity 2.2 Provide ongoing strategic counsel (estimated 300 -500 hours annually) on either advertising campaigns and media buys, especially related to methods of reaching low-income Californians and policymakers who can affect positive change for low-income Californians.	As needed throughout the course of the contract.	Written reports on strategic recommendations.
Activity 2.3 Provide detailed reports on advertising activities and resulting media impressions, target ratings	By September 30, 2004, March 31, 2005, September	Advertising activities, impressions and impact recorded in CPNS standard reporting format (SAAR or new

**EXHIBIT A
SCOPE OF WORK**

points and other means of assessment two times per year. The impact of media impressions should be considered in these reports.	30, 2005, March 31, 2006, September 30, 2006, and March 31, 2007.	reporting format as established by CPNS).
Activity 2.4 In conjunction with CPNS communications and research staff, identify appropriate research firm for focus group testing, annual benchmark study and other research activities (included but not limited to polls, campaign tracking data, and surveys) identified in this Scope of Work. This firm will be co-managed by CPNS and the agency.	By June 1, 2004.	Information on recommended research firms, interviews with firm principals, references and work samples from considered firms.
Activity 2.5 Conduct annual benchmark study designed to test aided and unaided recall of outreach messages. Present results to CPNS at Sacramento office.	By September 30, 2004, September 30, 2005, and September 30, 2006.	Draft and final surveys, draft and final respondent screeners, topline report, presentation of results.
Activity 2.6 Establish methods for tracking the ongoing effectiveness (between benchmark studies) of advertising produced as part of Goal 2.	By June 1, 2004.	Draft and final tracking analyses.
Activity 2.7 Develop at least one 30-second television and one 60-second radio spot from existing inventory suitable for CPNS funded local community-based organizations to distribute as PSAs.	By September 30, 2004, and by September 30, 2006.	Traffic-ready 30-second television and 60-second radio spots as requested. VHS and beta versions for CPNS.
Activity 2.8 Propose and, based on CPNS feedback, implement statewide media advertising buy plans based on specific target segments for all advertisements. Plan should achieve a minimum of 800,000,000 media impressions per year. The number of markets will vary by target segment. In 2003, multi-cultural, low-income targeted ads appeared in the Fresno, Los Angeles, Monterey, Sacramento, San Diego and San Francisco markets; African American targeted ads appeared in the Los Angeles, Sacramento, San Diego and San Francisco markets; Latino targeted ads appeared in the Fresno, Los Angeles, Monterey and San Diego markets; and ads targeting 9-11 year olds appeared in the Chico-Redding, Eureka, Fresno, Los Angeles, Monterey, Sacramento, San	12-15 weeks of advertising throughout the course of the contract.	Draft and final media advertising buy plans outlining strategy, rationale and delivery analysis in the form of estimated target reach/frequency and media impressions. Impact of media impressions must be considered. The plans must be provided in hard copy and in an electronic format compatible with the PC version of Microsoft Word.

**EXHIBIT A
SCOPE OF WORK**

Diego and San Francisco markets.		
Activity 2.9 Annually, leverage media advertising buys for at least 25% bonus weight and at least three no-cost added-value opportunities (e.g., radio remotes, participation in events and special promotions, on-air interviews and media partnerships) per target audience for CPNS and its funded community-based organizations.	September 30, 2004, September 30, 2005, and September 30, 2006	At least three added-value opportunities per market for each target audience segment during each year of the three-year contract. At least 25 percent bonus weight per 12-15 weeks of advertising.
Activity 2.10 Meet with key CPNS communications, policy, research and program staff to identify how the strategic communications plan developed as part of Goal 1 applies to advertisements for television, radio, out-of-home, print, direct mail and/or other vehicles that focus on increasing fruit and vegetable consumption and physical activity among the following target audiences: low-income, multi-cultural mother and their families, low-income Spanish-language speaking Latina mothers and their families, low-income African America mothers and their families, low-income children and their parents and preschool providers of low-income 0-5 year olds. Develop creative briefs for the following proposed advertising vehicles: 1) for low-income, multi-cultural mothers and their families, produce one 30-second television, one 60-second radio and three out-of-home ads in 2005 and again in 2006; 2) for low-income Spanish-language speaking Latina mothers and their families produce a minimum of one 30-second television, one 60-second radio and three out-of-home ads in 2005 and again in 2006; 3) for low-income African American mothers and their families produce a minimum of one 30-second television, one 60-second radio and three out-of-home ads in 2005 and again in 2005; and finally 4) for low-income children (9-11 year olds), produce one 30-second television and one 60-second radio ad in 2005; and for	By September 30, 2004, for ads to be produced by September 30, 2005. By March 31, 2006, for ads to be produced by September 30, 2006.	Three to five creative briefs that identify target audiences, advertising strategy, rationale, key benefits, specific advertising messages (further refined from those identified in strategic communications plan) and the particular approach and tone (e.g., humorous, issues-oriented, educational) to be used in delivering those advertising messages. These creative briefs will be provided as hard copy and in an electronic format compatible with the PC version of Microsoft Word.

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low-income parents and preschool providers of 0-5 year olds produce a minimum of one 30-second television and one 60-second radio ad in 2006. See Activity 2.14 for development of creative concepts and production information.		
Activity 2.11 Meet with key CPNS communications, policy, research and program staff to identify how the strategic communications plan developed as part of Goal 1 applies to advertisements for television, radio, out-of-home, print, direct mail and/or other vehicles that focus on decreasing food insecurity among low-income, multi-cultural Californians and their families. Develop creative brief for proposed advertising: a minimum of one 30-second television, one 60-second radio and three out-of-home ads in 2005 and again in 2006. See Activity 2.15 for production information.	By September 30, 2004, for ads to be produced by September 30, 2005. By March 31, 2006, for ads to be produced by September 30, 2006.	Five to seven creative briefs that identify target audiences, advertising strategy, rationale, key benefits, specific advertising messages (further refined from those identified in strategic communications plan) and the particular approach and tone (e.g., issues-oriented, educational) to be used in delivering those advertising messages. These creative briefs will be provided in hard copy and in an electronic format compatible with the PC version of Microsoft Word.
Activity 2.12 Meet with key CPNS communications, policy, research and program staff to identify how the strategic communications plan developed as part of Goal 1 applies to advertisements for television, radio, out-of-home, direct mail and/or other advertising vehicles that focus on encouraging participation in the USDA Food Stamp Program among California's working poor. (A minimum of one 60-second radio ad, three out-of-home ads and one direct mail piece, all to be produced in both English and Spanish.) See Activity 2.16 for production information.	By September 30, 2004, for ads to be produced by September 30, 2005. By March 31, 2006, for ads to be produced by September 30, 2006.	Five to seven creative briefs that identify target audiences, advertising strategy, rationale, key benefits, specific messages (further refined from those identified in strategic communications plan) and the approach and tone (e.g., issues-oriented, educational) to be used in delivering those advertising messages. These creative briefs will be provided in hard copy and in an electronic format compatible with the PC version of Microsoft Word.
Activity 2.13 Research with 20 - 30 key informants throughout California the best possible options for co-operative or joint venture advertising opportunities with grocers serving low-income audiences. Opportunities to explore should include but not be limited to television, radio, out-of-home, print and direct mail advertising. If feasible, coordinate with the retail outreach activities of the National 5 A Day Program and Produce	By September 30, 2004, for ads to be produced by September 20, 2005. By March 31, 2006, for ads to be produced by September 30, 2006.	Report on research, recommended advertising opportunities and distribution options. Five to seven creative briefs that identify target audiences, advertising strategy, rationale, key benefits, specific messages (further refined from those identified in strategic public communications plan) and the approach and tone (e.g., issues-oriented, educational) to be used in delivering those advertising messages. These creative briefs will be

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for Better Health. Also if feasible, utilize seasons (fall/winter and spring/summer) as the foundation for these ads. Final ads will be produced in English and Spanish. See Activity 2.17 for production information.		provided in hard copy and in an electronic format compatible with the PC version of Microsoft Word.
Activity 2.14 Develop at least three creative concepts with executions for each advertising vehicle, (TV, radio, out of home or other) refine based on CPNS and media advisory team feedback, focus group test with consumers (10-15 low-income consumers per focus group), refine based on focus group results then produce in 2005 and 2006 a total of 6-12 ads (TV, radio and out of home/or other) focusing on increasing fruit and vegetable consumption and physical activity among each of the following target audiences: 1) low-income, multi-cultural California mothers and their families; 2) low-income Spanish-language speaking Latina mothers and their families; 3) low-income African American mothers and their families; 4) and low-income children (9-11 year olds in 2005 and parents and preschool providers of 0-5 years olds in 2006). Concepts and scripts may require revisions as they are routed through DHS approval processes prior to focus group testing. Rough cuts may require revisions as they are routed through DHS and Governor's Office approval processes prior to trafficking.	By September 30, 2005 and by September 30, 2006.	Presentation of creative concepts. Color printouts and PDFs of six cell storyboards of the television concepts. Color printouts and PDFs of out-of-home ads. Draft and final focus group participant screener. Draft and final focus group moderator's guide. Animatics of TV concepts for focus group testing. Focus group transcripts, topline report and final report in both hard copy and electronic format compatible with the PC version of Microsoft word. Draft and final television and radio scripts in both hard copy and electronic format compatible with the PC version of Microsoft Word. Traffic-ready versions of final advertisements for media outlets. Final advertisements on VHS for CPNS.
Activity 2.15 Develop at least three creative concepts with executions for each advertising vehicle (TV, radio, out of home or other), refine based on CPNS and media advisory team feedback, focus group test with consumers, refine based on focus group test results, then produce in 2005 and again in 2006 a total of 1-3 ads focusing on the issue of food insecurity . Concepts and scripts may require revisions as they are routed through DHS approval processes prior to focus group testing. Rough cuts may require revisions as they are routed through DHS and	May 1, 2004 - September 30, 2005, October 1, 2005 - September 30, 2006.	Presentation of creative concepts. Color printouts and PDFs of six cell storyboards of the television concepts. Color printouts and PDFs of out-of-home ads. Draft and final focus group participant screener. Draft and final focus group moderator's guide. Focus group transcripts, topline report and final report in both hard copy and electronic format compatible with the PC version of Microsoft Word. Draft and final television and radio scripts in both hard copy and electronic format compatible with the PC version of Microsoft Word.

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Governor's Office approval processes prior to trafficking.		Traffic-ready versions of final advertisements for media outlets. Final advertisements on VHS for CPNS.
Activity 2.16 Develop at least three creative concepts with executions for each advertising vehicle, (TV, radio, out of home or other, included but not limited to mobile billboards, kiosks, catering trucks, etc...), refine based on CPNS and media advisory team feedback, focus group test with 10 -15 low-income consumers, refine based on focus group test results then produce in 2005 and 2006 a minimum total of 1-3 ads encouraging participation in the USDA Food Stamp Program among California's working poor. All final advertisements will be produced in both English and Spanish. Concepts and scripts may require revisions as they are routed through DHS approval processes prior to focus group testing. Rough cuts may require revisions as they are routed through DHS and Governor's Office approval processes prior to trafficking.	By September 30, 2005, and by September 30, 2006.	Presentation of creative concepts. Color printouts and PDFs of the out-of-home ads and direct mail piece. Draft and final focus group participant screener. Draft and final focus group moderator's guide. Recordings of radio concepts for focus group testing. Focus group transcripts, topline report and final report in both hard copy and electronic format compatible with the PC version of Microsoft Word. Draft and final radio scripts (English and Spanish) in both hard copy and electronic format compatible with the PC version of Microsoft Word. Traffic-ready advertisements in both English and Spanish for media outlets. Recordings of final radio advertisements for CPNS. Proofs of direct mail piece as PDFs. Final direct mail artwork to be provided as color printouts, PDFs and in a high-resolution electronic format compatible with the PC and Mac versions of design software utilized by CPNS (currently PageMaker 7.0).
Activity 2.17 Develop at least three creative concepts with executions for each advertising vehicle, (TV, radio, out of home and/or other, including but not limited to mobile billboards, kiosks, catering trucks, etc...) refine based on CPNS and key informant feedback, focus group test with consumers, refine based on focus group feedback then produce and distribute co-operative or joint venture advertising with grocers identified as a result of Activity 2.13. These advertisements will be produced in both English and Spanish. Concepts and scripts may require revisions as they are routed through DHS approval processes prior to focus group testing. Rough cuts may require revisions as they are routed through DHS and Governor's Office approval processes prior to trafficking.	By September 30, 2005, and by September 30, 2006.	Presentation of creative concepts. Draft and final focus group participant screener. Draft and final focus group moderator's guide. Reports of tests with key informants and consumers. If radio is utilized: Draft and final radio scripts in both English and Spanish in hard copy and electronic format compatible with the PC version of Microsoft Word. Recordings of final radio ads. If television is utilized: Six cell storyboards, draft and final TV scripts in both English and Spanish in hard copy and electronic format compatible with the PC version of Microsoft Word. Traffic-ready TV advertisements in both English and Spanish for media outlets. Final advertisement on VHS for CPNS. If print is utilized: Proof(s) as PDFs. Final artwork to be provided as color printouts, PDFs and in a high-resolution electronic

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		format compatible with the PC and Mac versions of design software utilized by CPNS (currently PageMaker 7.0).
Activity 2.18 Develop in 2005 and 2006 three possible creative concepts for collateral materials to complement advertising, refine based on CPNS feedback. Produce collateral materials in 2005 and 2006 (e.g., 10,000 brochures, 20,000 fliers, 20,000 fact sheets, or other) for the four target segments that complement advertising campaigns. CPNS graphics and editorial standards must be applied. Materials may require additional revisions as they are routed through DHS approval processes.	By September 30, 2005, and by September 30, 2006.	Presentation of creative concepts. Subsequent proofs as PDFs. Final artwork as color printouts, PDFs and in a high-resolution electronic format compatible with the PC and Mac versions of design software utilized by CPNS (currently PageMaker 7.0).
Activity 2.19 Submit CPNS advertisements for awards from recognized professional organizations.	As identified and agreed upon by agency and CPNS.	Information on submissions and organizations.
Goal 3. Develop public relations plans and implement public relations activities that are based on the strategic communications plan developed as part of Goal 1 and that support CPNS's primary goal and three main objectives as identified in this Scope of Work.		
Major activities	Timeline	Key deliverables
Activity 3.1 Identify responsible agency parties for activities 3.2-3.13.	By May 31, 2004.	Detailed schedule of all public relations activities with responsible agency parties identified.
Activity 3.2 Provide ongoing strategic counsel on public relations plans and activities, especially related to methods of reaching low-income Californians and policymakers who can affect positive change for low-income Californians.	As needed throughout the course of the contract.	Quarterly written reports on strategic recommendations.
Activity 3.3 Provide detailed reports (including but not limited to media impressions, amount of coverage and by which media outlets, number of reporters, etc.) on public relations activities, resulting media impressions and other evaluation measures two times per year.	October 31, 2004, April 30, 2005, October 31, 2005, April 30, 2006, October 31, 2006, and April 30, 2007.	Public relations activities, impressions and other measures recorded in CPNS standard reporting format (SAAR or new reporting format established by CPNS).
Activity 3.4 In conjunction with planning teams, design and implement plans for statewide public relations	National 5 A Day Week in September 2004,	Public relations plan that includes detailed schedule, budget, media targets and key messages at least 60 days

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<p>campaigns during National 5 A Day Week. Planning must consider 5 A Day Week messages, if available, from national partners, including the National 5 A Day Program, Produce for Better Health and the National Cancer Institute. Activities can include but not be limited to event support (e.g., invitation letters, minute-by-minute, floor plan), talking points, press releases, media advisories, backgrounders, fact sheets, media pitching, letters to the editor, spokespersons counsel, b-roll and complete press kits. Support local delivery of state media messages by providing template outreach materials, assistance in crafting related local media messages, media lists, media pitching assistance and other services to CPNS funded community-based organizations. Materials may require revisions as they are routed through DHS approval processes.</p>	<p>September 2005, and September 2006.</p>	<p>in advance of event. Summaries of key outcomes within five working days after the event. Detailed wrap-up report and clippings within thirty days after the event. Electronic news clips will be provided on CD-ROM or VHS; newspaper clippings will be provided as photocopies. Final press kit and report must be provided as hard copy and in an electronic format compatible with PC version of Microsoft Word.</p>
<p>Activity 3.5 In conjunction with CPNS planning teams, design and implement 4-6 statewide media tours focusing on each of the following: K-12 schools and nutrition; food insecurity; USDA Food Stamp Program participation; physical activity; Latinos and <i>5 a Day</i>; African Americans and <i>5 a Day</i>; 9-11 year old children and <i>5 a Day</i>; worksites and <i>5 a Day</i>; 0-5 year-old children, their parents, preschool providers and <i>5 a Day</i>; and Retailer outreach. Activities can include but not be limited to event support (e.g., invitation letters, minute-by-minute, floor plan), talking points, press releases, media advisories, backgrounders, fact sheets, media pitching, letters to the editor, spokespersons counsel, b-roll and complete press kits. Contractor will support local delivery of state media messages by providing CPNS local projects with template outreach materials, assistance in crafting related local media messages, media lists, media pitching assistance and other services to CPNS funded community-based organizations. Materials may require up to three sets of</p>	<p>Optimum timing for each of ten annual media outreach activities TBD in consultation with CPNS communications and media director.</p>	<p>Public relations plans that include detailed schedule, work order, media targets and key messages at least 60 days in advance of events. Summaries of key outcomes within five working days after the events. Detailed wrap-up reports and clippings within thirty days after the events. Electronic news clips will be provided on CD-ROM or VHS; newspaper clippings will be provided as photocopies. Final press kit and report must be provided as hard copy and in an electronic format compatible with PC version of Microsoft Word.</p>

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revisions as they are routed through DHS approval processes.		
Activity 3.6 In conjunction with CPNS planning teams, design and implement 4-6 media tours focusing on the release of research reports or data, including the California Dietary Practices Survey; the California Children's Healthy Eating and Exercise Practices Survey; the California Teen Eating, Exercise and Nutrition Survey; the California Behavioral Risk Factor Survey; the California Women's Health Survey; and the California Health Interview Survey. (Some of these report or data releases will be in conjunction with public relations activities identified in Activity 3.5.) Activities can include but not be limited to event support (e.g., invitation letters, minute-by-minute, floor plan), talking points, press releases, media advisories, backgrounders, fact sheets, media pitching, letters to the editor, spokesperson counsel, b-roll and complete press kits. Contractor will support local delivery of state media messages by providing CPNS local projects with template outreach materials, assistance in crafting related local media messages, media lists, media pitching assistance and other services to CPNS funded community-based organizations. Materials may require up to three revisions as they are routed through DHS approval processes.	Optimum timing for report releases TBD in consultation with CPNS communications and media director.	Public relations plans that include detailed schedule, work order, media targets and key messages at least 60 days in advance of events. Summaries of key outcomes within five working days after the events. Detailed wrap-up reports and clippings within thirty days after the events. Electronic news clips will be provided on CD-ROM or VHS; newspaper clippings will be provided as photocopies.
Activity 3.7 When research reports or data releases are not available (as identified in Activity 3.6), conduct polls, surveys or compilations of existing research to support public relations events and media tours identified in activities 3.4 and 3.5. Materials may require up to three sets of revisions as they are routed through DHS approval processes.	Incorporate with schedules for media events and tours identified in activities 3.4 and 3.5.	Research report, including summary, sampling, methodology and key findings, in hard copy and in an electronic format compatible with PC version of Microsoft Word.
Activity 3.8 Media outreach activities and support for up to three public relations events per year in conjunction with CPNS partner organizations (e.g., American Cancer	Optimum timing for events TBD based on partner organization input and in	Public relations plans including a detailed schedule, budget, media targets and key messages at least sixty days in advance of events. Summaries of key outcomes

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<p>Society, Produce for Better Health, Western Growers Association) at the discretion of the chief or assistant chief of CPNS. Activities can include but not be limited to event support (e.g., invitation letters, minute-by-minute, floor plan), talking points, press releases, media advisories, backgrounders, fact sheets, media pitching, letters to the editor, spokesperson counsel, b-roll, complete press kits. Materials may require revisions as they are routed through DHS approval processes.</p>	<p>consultation with CPNS communications and media director.</p>	<p>within five working days after the events. Detailed wrap-up reports and clippings within thirty days after the events. Electronic news clips can be provided on CD-ROM or VHS; newspaper clippings can be provided as photocopies. Final press kit and report must be provided as hard copy and in an electronic format compatible with PC version of Microsoft Word.</p>
<p>Activity 3.9 Provide technical assistance (150 -200 annual hours) for CPNS funded community-based organizations requiring public relations counsel and guidance for local media outreach efforts. This assistance could include reviewing and providing feedback on media materials, providing media lists, providing pitching guidance and other support to maximize media outreach effectiveness.</p>	<p>Ongoing throughout the course of the contract.</p>	<p>Summaries of technical assistance support activities, media outreach materials produced and key outcomes of outreach within five working days of finalization. Electronic news clips can be provided on CD-ROM or VHS; newspaper clippings can be provided as photocopies.</p>
<p>Activity 3.10 Assist CPNS to establish and maintain partnerships with media outlets and provide personnel to support public relations activities, enhance coverage opportunities and position CPNS leaders as resources on issues related to nutrition, physical activity, food security and chronic disease prevention.</p>	<p>Ongoing throughout the course of the contract.</p>	<p>Detailed reports on the number of contacts and outcomes, the number of media interviews secured with CPNS leaders, and copy of interview reports.</p>
<p>Activity 3.11 Identify 8-10 public relations partners (e.g., media outlets, corporations, nonprofit organizations, sports organizations, retailers) that could expand opportunities for delivering CPNS messages, then provide proposals on partnership opportunities, deliverables and expected outcomes. Partnerships should be identified for all CPNS target consumer markets: multi-cultural low-income mothers and their families; low-income Latinas and their families; low-income African American women and their families; low-income 9-11 year old children; parents and preschool providers of low-income 0-5 year olds; and low- and middle-income working women, their</p>	<p>As opportunities arise and partnerships are enacted throughout the course of the contract.</p>	<p>Detailed reports on potential collaborative efforts, deliverables, recommendations and value of partnerships. Final reports due within 60 days of when partnerships end and will include clippings, value of media efforts, impact on target audiences, impressions, etc.</p>

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employers and their families. Deliverables could include PSAs, celebrity appearances, public relations outreach support, co-branded nutrition education reinforcement items, print materials development, etc. Provide oversight for partnership deliverables. Materials may require revisions as they are routed through DHS approval processes.		
Activity 3.12 Develop annually three possible creative concepts, refine based on CPNS feedback, then produce related collateral materials (e.g., brochures (5,000), presentation kits (250), fliers (10,000) for each target segment that complement public relations campaigns. CPNS graphics and editorial standards must be applied. Materials may require revisions as they are routed through DHS approval processes.	September 30, 2004 September 30, 2005 September 30, 2006	Presentation of creative concepts. Subsequent proofs as PDFs. Final artwork as color printouts, PDFs and in a high-resolution electronic format compatible with the PC and Mac versions of design software utilized by CPNS (currently PageMaker 7.0).
Activity 3.13 Submit public relations campaigns for awards from recognized professional organizations.	As identified and agreed upon by agency and CPNS.	Information on submissions and organizations.
Goal 4. Develop a training plan and implement training programs that support CPNS advertising and public relations activities and which help ensure skilled delivery of CPNS messages by partners, staff and leaders of funded local community-based organizations. Participate in CPNS training opportunities.		
Major activities	Timeline	Key deliverables
Activity 4.1 Develop a detailed schedule and provide responsible agency parties for accomplishing activities 4.2-4.6.	By May 31, 2004.	Detailed schedule for all training activities with responsible agency parties identified.
Activity 4.2 Meet with key CPNS communications staff, program staff and training manager to establish an overall training plan and annual training schedule. Training programs should cover but not be limited to the following subjects: basic media communications strategies and tactics (one time per year for each year of the contract), media spokespersons training (two times per year for each	By May 31, 2004, for training to be delivered between May 31, 2004, and September 30, 2004. By August 30, 2004, for training to be delivered	Draft and final annual training plans that identify target audiences, learning outcomes, training delivery methods, detailed agendas, trainer biographies and promotional announcements for CPNS distribution via direct mail, listservs and Web site. Plan should be provided in both hard copy and in an electronic format compatible with the PC version of Microsoft Word.

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year of the contract), media spokespersons training for 9-11 year old children (one time per year for each year of the contract), media advocacy training (one time per year for each year of the contract), local policy advocacy training (one time per year for each year of the contract) and statewide policy advocacy training (one time per year for each year of the contract). The media spokespersons and policy advocacy trainings should include breakout sessions for Latino, African American, children's and general-interest media and policy outreach. Trainings should be 6-8 hours per day for up to 50 people, and conducted in Northern and Southern California at convenient community venues. Provide all logistic costs including facilities, breakout rooms, materials and supplies, audio-visual equipment requirements and lunch.	between October 1, 2004, and September 30, 2005. By August 30, 2005, for training to be delivered between October 1, 2005, and September 30, 2006. By August 30, 2006, for training to be delivered between October 1, 2006, and April 30, 2007.	
Activity 4.3 Coordinate needs of all trainers and guest speakers (up to 5 per training), develop all training materials and deliver all training identified in Activity 4.2.	October 1, 2004 - September 30, 2005 October 1, 2005 - September 30, 2006 October 1, 2006 -April 30, 2007	Draft and final training manuals provided in both hard copy and in an electronic format compatible with PC version of Microsoft Word.
Activity 4.4 Develop, collect and report on participant evaluations for all training sessions identified in Activity 4.2.	Within 10 working days of each training session.	Complete report and original evaluations. Report should be provided in both hard copy and electronic format compatible with PC version of Microsoft Word.
Activity 4.5 Participate in annual CPNS Social Marketing Conference in Sacramento, providing updates on advertising and public relations activities and delivering a 1-2 hour workshops for CPNS funded community-based organizations. Develop and produce training materials for 50 workshop participants.	August 2004, August 2005 August 2006.	Draft and final workshop materials as needed in both hard copy and electronic format compatible with PC version of Microsoft Word.
Activity 4.6 Participate in regional trainings each year for CPNS funded local community-based organizations in up to 16 regions, providing updates and 1-2 hour workshops on advertising and public relations activities and selected	As scheduled by CPNS.	Draft and final training materials as needed in both hard copy and electronic format.

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topics to 40 workshop participants.		
<p>Goal 5. Develop packages of ready-to-use or easy-to-adapt resource materials for use by funded community-based organizations of the <i>California Nutrition Network</i> and the <i>California 5 a Day Campaign</i> in delivering CPNS messages and creating policy and environmental change at the local level. The first package will be developed for K-12 schools. Target audiences for three additional packages will be decided upon in consultation with staff of CPNS and funded community-based organizations.</p>		
Major activities	Timeline	Key deliverables
Activity 5.1 Develop a detailed schedule and provide responsible agency parties for accomplishing activities 5.2-5.4.	By May 31, 2004.	Detailed materials development schedule with responsible agency parties identified.
Activity 5.2 Conduct 20-30 key informant interviews in Sacramento with CPNS funded community-based organizations to determine the materials necessary for delivering healthy eating, physical activity, food security and federal food nutrition assistance program participation messages to consumers and policymakers at the local level. Materials may include newsletter articles, templates for printed materials, educational video scripts, Web site copy, public service announcements, nutrition education reinforcement items and guidelines for establishing local partnerships. Policy materials may include policy briefs, case studies and guidelines for collaborating with local officials. Up to 200 copies of the four resource kits.	<p>By September 30, 2004, for the first resource package (for K-12 schools).</p> <p>By March 31, 2005, for the second resource package.</p> <p>By September 30, 2005, for the third resource package.</p> <p>By March 31, 2006, for the fourth resource package.</p>	Compiled, detailed report on all interviews with key informants and recommendations for materials to include in each of the four resource packages.
Activity 5.3 Develop three creative concepts for each of the four resource package, refine based on CPNS feedback, then produce both printed and Web-based versions of the final resource packages. Materials may require revisions as they are routed through DHS approval processes.	<p>By September 30, 2004, for the first resource package (for K-12 schools).</p> <p>By March 31, 2005, for the second resource package.</p> <p>By September 30, 2005, for the third resource package.</p>	Presentations of creative concepts. Proofs as full-color mockups. Final artwork to be provided as color mockups, PDFs and in a high-resolution electronic format compatible with the PC and Mac versions of design software utilized by CPNS (currently PageMaker 7.0).

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	By March 31, 2006, for the fourth resource package.	
Activity 5.4 Consult with CPNS on annual updates of the four resource packages, and then produce four updated packages.	<p>By September 30, 2005, for the first resource package (for K-12 schools).</p> <p>By March 31, 2006, for the second resource package.</p> <p>By September 30, 2006, for the third resource package.</p> <p>By March 31, 2007, for the fourth resource package.</p>	Updated printed resource packages. Proofs as full-color mockups. Final artwork to be provided as color mockups, PDFs and in a high-resolution electronic format compatible with the PC and Mac versions of design software utilized by CPNS (currently PageMaker 7.0).

Goal 6. Establish management systems that track the planning, advertising, public relations, training and resource development activities identified in goals 1-4. The outcome is to ensure that target delivery dates and budgets are met.		
Major activities	Timeline	Key deliverables
Activity 6.1 Identify all responsible parties for completing activities 6.2-6.6.	By May 31, 2004.	Detailed schedule of management activities with responsible agency parties identified.
Activity 6.2 Develop a plan that outlines the transition of all activities between the advertising and public relations agencies contracted with in 2001-2004 and the agencies contracted with in 2004-2007.	By May 31, 2004.	Draft and final plans in both hard copy and electronic format compatible with the PC version of Microsoft Word.
Activity 6.3 Contractor will develop work orders and schedule for completion of all projects identified in this scope of work. Work orders and schedule will incorporate the activities of the prime and all subcontractors. Work orders may change only with the written approval of the state contracts manager. Projects and schedules may	<p>By May 31, 2004, for projects to be completed between May 31, 2004, and September 30, 2004.</p> <p>By August 30, 2004, for</p>	Draft and work orders and schedules in both hard copy and an electronic format compatible with the PC version of Microsoft Word.

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change only with the written approval of the CPNS communications and media director.	<p>projects to be completed between October 1, 2004, and September 30, 2005.</p> <p>By August 30, 2005, for projects to be completed between October 1, 2005, and September 30, 2006.</p> <p>By August 30, 2006, for projects to be completed between October 1, 2006, and April 30, 2007.</p>	
Activity 6.4 Contractor will provide weekly status reports on all projects. Prime agency and all subcontractor agency leads will participate in weekly conference calls or meetings with the CPNS media team and key program staff to discuss project progress, issues, schedules and budgets.	Up to two hours per week as agreed upon by CPNS communications and media director and prime agency lead.	Weekly status reports provided in electronic format compatible with the PC version of Microsoft Word. Weekly conference call or meeting reports provided by close of business the same day.
Activity 6.5 Contractor will provide monthly financial reports that cover all expenses and percent of budget spent to date for each project requested in this Scope of Work.	Final working day of each month.	Monthly expense and costs to date reports in hard copy and electronic version compatible with PC version of Microsoft Excel.
Activity 6.6 Develop additional reports as required by the state contracts manager or the CPNS communications and media director to ensure accurate deliverable and cost tracking.	As needed.	Final reports.
Goal 7. In addition to the evaluation activities identified throughout this Scope of Work, provide detailed information and reports on media contract activities and outcomes that are suitable for submission to the Department of Health Services, the Health and Human Services Agency, the Governor's Office, the USDA, partners, scientific entities and other organizations.		
Major activities	Timeline	Key deliverables
Activity 7.1 Identify all responsible parties for completing activities 7.2-7.4.	By May 31, 2004.	Detailed schedule of evaluation activities with responsible agency parties identified.

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Activity 7.2 Provide comprehensive reports on media impressions, TRPs, direct and indirect outcomes, effectiveness of the overall media campaign at reaching low-income consumers and recommendations for improvement.	As requested.	Comprehensive, professionally presented reports in Microsoft Word, PowerPoint, Excel or PageMaker.
Activity 7.3 Provide reports on the costs of media contracting activities and identify methods for improving cost effectiveness of the media campaign.	As requested.	Comprehensive, professionally presented reports in Microsoft Word, PowerPoint, Excel or PageMaker.
Activity 7.4 Conduct and report on the results of customer-satisfaction surveys with CPNS staff, partners and funded community-based organizations and identify methods for improving customer satisfaction.	Twice per year for each year of the contract.	Comprehensive, professionally presented reports in Microsoft Word, PowerPoint, Excel or PageMaker.

EXHIBIT B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Department of Health Services
Cancer Prevention and Nutrition Section
Attention: Rosanne Stephenson
1616 Capitol Avenue, Suite 74.516, MS 7204
P.O. Box 997413, MS 7204
Sacramento, CA, 95899-7413

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

C. Invoices shall:

- 1) Be prepared on company letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize allowable costs for the billing period.
- 5) Report expenses attributed to DVBE subcontractors or DVBE suppliers at any tier (if any). This requirement only applies if your firm identified DVBEs for participation during the selection or negotiation process.

- D. Invoices, submitted by the Contractor and paid by the State, shall not be deemed evidence of allowable agreement costs. Costs and/or expenses deemed unallowable are subject to provision 8 in this exhibit entitled, "Recovery of Overpayments" that appears in this exhibit.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
1. \$3,900,000 for the budget period of 5/1/04 through 09/30/04.
 2. \$8,000,000 for the budget period of 10/01/04 through 09/30/05.
 3. \$9,000,000 for the budget period of 10/01/05 through 09/30/06.
 4. \$7,500,000 for the budget period of 10/01/06 through 04/30/07.
\$28,400,000 for the entire contract term.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

EXHIBIT B
Budget Detail and Payment Provisions

7. Progress Payment Withholds

- A. This provision replaces and supersedes provision 22 of Exhibit D(F).
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- C. Ten percent (10%) may be withheld by DHS from each invoice submitted for reimbursement, under the following conditions:
 - 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the agreement.
 - 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
 - 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to DHS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of DHS.

E. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

EXHIBIT B
Budget Detail and Payment Provisions

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Revenue

- A. This provision supersedes and replaces provision 6 entitled, "Income Restrictions" appearing in Special Terms and Conditions Exhibit D(F).]
- B. If the Contractor realizes a profit from the sale of nutrition education materials (videos, literature, etc. paid with contract dollars), it must report the amount to the State as Contractor income on the SF-269 form. The Contractor shall make the SF-269 form available to the State on request. The Contractor shall place any income, fees, or reimbursements accruing to or received by the Contractor for services rendered under this agreement into a separate identifiable account. Revenues generated by the Contractor as a result of this State agreement must be utilized to meet identified, agreed upon, program-related needs of the Contractor, or must be returned to the State. Any revenues accruing to the Contractor, based on services supported in whole or in part by the State pursuant to this agreement, shall be used to defray costs incurred by this project to measurably expand the program or improve the quality of services detailed in this agreement, and must be approved in writing by the State. Adequate documentation of the use of these funds shall be maintained.

10. Salary Comparability

- A. Salary rates paid to contract staff should not exceed the rates paid to State personnel holding comparable positions. In addition, proposed cost of living increases cannot exceed those increases granted annually to state employees.

11. Timely Submission of Invoices

- A. An invoice shall be submitted for payment within 18 months following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the agreement, unless the contract has reached the expiration/termination date or a later or alternate deadline is agreed to in writing by the program contract manager.
- B. The State may, at its discretion, choose not to honor any delinquent invoice if the Contractor fails to obtain prior written State approval of an alternate invoice submission deadline.

EXHIBIT C

CCC-103

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

S. CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

EXHIBIT C

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT C

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Exhibit D(F)

This page is a place holder for DHS' Special Terms and Conditions Exhibit D(C) or D(F), which can be downloaded from the Intranet at:

<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

See the Exhibit D instructions in the applicable CMU contract model (i.e., Personal or Consultant service) if you need assistance determining which version of Exhibit D to use.

EXHIBIT E
Additional Provisions

1. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit F	Contractor's Release	1 page
2) Exhibit G	Travel Reimbursement Information	2 pages
3) Exhibit H	Resumes	1 page

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

- A. This agreement may be cancelled by DHS without cause upon 30 calendar days advance written notice to the Contractor.
- B. DHS reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if DHS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

4. Contractor's Major Agreement Participants

A major agreement participant is any individual employed by the Contractor who exercise a major administrative role, policy role, or consultant role in the performance of this agreement's Scope of Work. DHS reserves the right to approve in advance, assignment of major agreement participants and subcontractors to the DHS/CPNS account and to terminate the continuing assignment of major agreement participants and subcontractors assigned to this account. If any major agreement participant of the Contractor is unable to perform, due to illness or other factors beyond the Contractor's control, the Contractor shall, within thirty (30) days, offer a substitute major agreement participant for DHS's approval.

The Contractor's resumes of major agreement participants are incorporated as Exhibit H, "Resumes".

EXHIBIT E
Additional Provisions

5. Use of Disabled Veteran Business Enterprises (DVBE)

(Applicable to agreements valued at \$10,000 or more that are subject to DVBE goal participation or good faith effort compliance. Not applicable to agreements and amendments administratively exempted from such requirements by DHS.)

This provision may or may not appear in the final contract depending on whether or not DVBE participation occurs.

- A. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- B. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this agreement by this reference.
- C. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHS, in writing, prior to using a substituted subcontractor.
- D. Requests for substitution must be approved by the program funding this agreement and must include:
 - 1) A written explanation of the reason for the substitution.
 - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
 - 3) If applicable, the reason a non-DVBE subcontractor is proposed for use.
 - 4) A written description of the work to be performed by the substituted subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- E. If requested by DHS, Contractor agrees to provide verification, in a form agreed to by DHS, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of contract award or with any subsequent amendment.

6. Dispute Resolution Process

- A. This provision replaces and supersedes provision 15 of Exhibit D(F).
- B. If the Contractor believes there is a dispute or grievance between Contractor and DHS, both parties shall follow the two-step procedure outlined below.
 - 1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Section Chief must make a determination on the problem within

EXHIBIT E
Additional Provisions

ten (10) working days after receipt of the written communication from the Contractor. The Section Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Section Chief's decision, the Contractor may appeal to the second level.

- 2) The Contractor must prepare a letter indicating why the Section Chief's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents along with a copy of the Section Chief's response. This letter shall be sent to the Division Chief of the division in which the section is organized within ten (10) working days from receipt of the Section Chief's decision. The Division Chief or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Division Chief or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

7. Performance Evaluation

- A. This provision replaces and supercedes provision 23 of Exhibit D(F).
- B. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
 - 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.
 - 2) Whether the contracted work or services met the quality standards specified in the agreement.
 - 3) Whether the Contractor fulfilled all requirements of the agreement.
 - 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- C. The evaluation of the Contractor shall not be a public record.

8. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

9. Priority Hiring Considerations

(Applicable to agreements in excess of \$200,000)

- A. Contractor agrees that it shall give priority consideration in filling vacancies in positions funded by this agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions (W&I) Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the W&I Code.

EXHIBIT E
Additional Provisions

- B. This provision shall not be construed to do any of the following:
- 1) Interfere with or create a violation of the terms of valid collective bargaining agreements
 - 2) Require the Contractor to hire an unqualified recipient of aid
 - 3) Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era
 - 4) Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code implementing the State of California's nondiscrimination laws.

10. Insurance Requirements

[Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by DHS, etc.)]

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor must furnish to DHS a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- B. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.

C. The certificate of insurance must include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Health Services, and
- 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.

- D. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval. DHS may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.

EXHIBIT E
Additional Provisions

- E. DHS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

11. Avoidance of Conflicts of Interest by Contractor

- A. The Department of Health Services (DHS) intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHS reserves the right to determine, at its sole discretion, whether any information received, assertion, or claim from any source indicates the existence of a real or apparent conflict of interest and to require the Contractor to submit a plan for solving the conflict subject to prior DHS review and approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS and cannot be resolved to the satisfaction of DHS, the conflict will be grounds for terminating the contract. DHS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

Exhibit F

This page is a place holder for Contractor's Release exhibit

Download the current Contractor's Release form from the Intranet at:
<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

This page is a place holder for Travel Reimbursement Information exhibit.

Download the current Travel Reimbursement Information exhibit form from the Intranet at:
<http://admin.int.dhs.ca.gov/forms/html/contracts.htm>

EXHIBIT H Resumés

Name: _____
Title: _____
Employment: _____
(Past 5 Years) _____
Education: _____
Affiliations: _____

Name: _____
Title: _____
Employment: _____
(Past 5 Years) _____
Education: _____
Affiliations: _____

Name: _____
Title: _____
Employment: _____
(Past 5 Years) _____
Education: _____
Affiliations: _____

Name: _____
Title: _____
Employment: _____
(Past 5 Years) _____
Education: _____
Affiliations: _____

Name: _____
Title: _____
Employment: _____
(Past 5 Years) _____
Education: _____
Affiliations: _____

Program Appendices